The Solicitors' Journal.

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CURRENT TOPICS.

THE ESTIMATED COST of salaries of attendants, and of cleaning and guarding the Royal Courts of Justice, when fully occupied, is £10,000 a year. The building, when completed, will contain upwards of seven hundred rooms and twenty-one courts.

THE RE-HEARING, strictly so called, by a judge of first instance, of a cause decided by him has, since the Judicature Act, become impossible (*In re St. Nazaire Company*, 27 W. R. 854). The result of this in cases where, previously to the order being drawn up, facts are discovered which were unknown at the hearing, would be to put the parties to the expense of an appeal upon a decree inapplicable to the facts of the case. A way has recently been found out of this difficulty in the Chancery Division, and in more than one instance the practice has been adopted of ordering such a cause "to be restored to the paper."

THE CHANCE of the passing of a Government Bankruptcy Bill during the present session has become very small. Even Mr. CHAMBERLAIN cannot now say more than that he "is not without hope that before the end of the session he will be able to introduce the Bill promised in the Queen's Speech"; and, he added that, in that event, it was his intention to refer it to a select or grand committee with other Bills relating to the subject. Considering the length of the Bill and the debateable character of many of its provisions, this does not afford a very hopeful prospect of the measure's reaching the House of Lords before the termination of the session. The fate of recent attempted bankruptcy legislation is, indeed, remarkable. Ever since 1876 the Government of the day has been endeavouring to pass a measure on this subject, but, from one cause or another, Bills starting under the fairest auspices have always failed to pass into law.

WHEN THE INTRODUCTION OF Lord CAIRNS' new Conveyancing Bill was first announced, we conjectured that it would contain, in addition to the rejected clauses of last year's measure, some attempt to amend its more obvious defects. No such attempt was made by the Bill as at first issued, but in its latest edition a first step has been taken in that direction by the insertion of the following section:—

"14.—Section 65 of the Conveyancing Act of 1881 shall apply to and include, and shall be deemed to have always applied to and included, every such term as in that section mentioned, whether having as the immediate reversion thereon the freehold or not; but not

"(i.) Any term liable to be determined by re-entry for condition broken; or

"(ii.) Any term created by sub-demise out of a superior term, itself incapable of being enlarged into a fee simple."

The first of these amendments seems to point to the omission in sub-section (4) of section 65 to provide that the estate in fee simple acquired by enlargement of the long term shall be subject to all *conditions* to which the term would have been subject if it had not been enlarged, thus enabling such conditions to be destroyed at will by the termor. This is now sought to be remedied by disenabling the termor from enlarging any term subject to a condition. The second amendment is obviously designed to meet the more serious flaw, that, under section 65, the owner of a long term at a substantial rent may create a sub-term at a peppercorn rent, which is capable of enlargement into a fee simple, although the term itself out of which it was derived is not so capable. It would, therefore, appear that other people besides ourselves have no great faith in the efforts of Messrs. WOLSTENHOLME and TURNER (1st ed., p. 85, 2nd ed., p. 104) to evade this interpretation of the section. Lord CAIRNS, for example, evidently feels some difficulty in concluding that "other person entitled" in reversion expectant on the term, means, "other person entitled in remainder or reversion after the freeholder."

SIR CHARLES DILKE is reported to have said on Monday last, in reply to Sir H. WOLFF, that "it was not the intention of the Government to introduce a measure to enable the Executive to deal with suspects claiming foreign nationality on the principle laid down in the Act 11 & 12 Vict. c. 20." It may be well to point out that the Act in question, which was passed in the era of Chartism at home and revolutions on the Continent, was a temporary one only. Its purpose, as indicated by the title, was "to authorize for one year, and to the end of the then next session of Parliament, the removal of aliens from the realm," and it is repealed, as spent, by the Statute Law Revision Act, 1875. There is, however, still upon the Statute Book an Act which appears to have dropped out of use, but which might possibly be heard of in connection with the subject. We allude to "the Act for the Registration of Aliens," 6 & 7 Will. 4, c. 11. By this statute (section 2) masters of vessels arriving from foreign ports must declare what aliens they have on board, and (section 3) every alien arriving in any port of the United Kingdom from foreign parts "shall present and show to the chief officer of Customs at the port of debarkation any passport he may have in his possession," and must also "declare, in writing, to such chief officer, or verbally make to him a declaration, to be by him reduced into writing, of the day and place of his or her landing, and of his or her name;" and also "declare to what country he or she belongs." By section 4, the officer of the Customs is to register the declaration and deliver a certificate to the alien, and to transmit a copy, "if in Great Britain, to one of her Majesty's principal Secretaries of State," and "if the alien shall have arrived from any foreign country in Ireland," to the Chief Secretary for Ireland. By section 6, when the alien is about to re-embark, he must deliver the certificate to the chief officer of Customs at the port of departure, and that officer is to transmit the certificate, after inserting therein that "such alien hath departed this realm," to the Secretary of State or Chief Secretary for Ireland, as the case may be. This statute, which is a very stringent application of the long extinct passport system, should assuredly be repealed. If some mischievous alien should take it into his head to make the declaration required by the statute to the "chief officer of Customs," he would either impose a large amount of unexpected trouble upon that official, or, in case of his refusal to make the proper entry, might proceed to prosecute him before two justices under sections 8 and 10 of the Act, the effect of which is that such justices would have no alternative but to fine the offender twenty pounds.

MUCH CORRESPONDENCE has taken place recently in reference to an alleged refusal of a Windsor hotelkeeper to serve a soldier in the Life Guards because he was in uniform, and "Red Jacket" in the *Standard* writes to say that a commanding officer on one occasion ordered four of his non-commissioned officers to go to the hotel in question and demand to be served in the public room, stating that he would summon the landlord if he refused to serve them, and that the threat had the desired effect. But "Red Jacket" adds that "it would greatly assist officers of the army if their comrades of the auxiliary forces would also make a practice of not patronising hotels where such things are known to have occurred; and if magistrates would refuse licenses to persons who

infringe the laws on this subject." This letter raises two very important questions in the law of licensing—first, whether it is an indictable offence for a publican to refuse to serve a person who is not a traveller properly so called; and, secondly, whether magistrates have jurisdiction to refuse the license of the peccant publican. The first question is open to much doubt. That it is an indictable offence for an innkeeper to refuse to entertain a traveller is clear from *R.* v. *Ivens* (7 C. & P. 213) and *Reg.* v. *Rymer* (25 W. R. 415, L. R. 2 Q. B. D. 136), the only excuses being (see *Reg.* v. *Rymer*) that the innkeeper has no accommodation, or that the party presenting himself is an unfit guest. But is any member of the public who seeks entertainment a traveller? We think it follows from *R.* v. *Luellin* (12 Mod. 445) that he is not. On the other hand, it is distinctly assumed in the *Six Carpenters' case* (8 Rep. 146) that any member of the public has a legal right to enter and tarry in a common tavern. The question is one which seems to require judicial decision, and, looking to the 18th section of the Licensing Act, 1872, which gives an express right to licensed persons to eject disorderly guests—a right which would not seem to require a statute to give it, if it existed at common law—we think, on the whole, that the point would be decided in favour of the public, and, of course, of the military as well as of the lay element of it. On the other point we have no doubt whatever. It would, of course, be a novel exercise of the discretion of the magistrates to refuse to renew a license on the ground of the exclusion of a military guest; but the words of the Licensing Acts (see Licensing Act, 1828, s. 1; Licensing Act, 1872, s. 42; Licensing Act, 1874, s. 26) are express to indicate that the magistrates possess an absolute and uncontrolled discretion in the matter. And it may be well to point out that not many months ago the authorities in Ireland issued a circular to the magistrates in that country advising them to refuse to renew the licenses of those publicans who might be proved to have refused shelter and entertainment to the Irish Constabulary.

Sir James Hannen's elaborate exposition of the origin and growth of the practice of the Divorce Court as to a wife's costs, and his defence of that practice against the criticisms of the Court of Appeal in *Robertson* v. *Robertson and Favragossa* (29 W. R. 880), may be left without comment, but his interpretation of the construction put by the Court of Appeal on the 159th rule deserves the attention of the profession. That rule provides that "when, on the hearing or trial of a cause the decision of the Judge Ordinary, or the verdict of the jury, is against the wife, no costs of the wife of and incidental to such hearing or trial shall be allowed as against the husband, except such as shall be applied for and ordered to be allowed by the Judge Ordinary at the time of such hearing or trial." The learned judge says that the judgments in *Robertson* v. *Robertson* show that the Court of Appeal considered that "on the true construction of rule 159 the wife is not bound at the trial to show why she should be allowed more than the sum which, on her statement of the facts, the registrar deemed sufficient, but the husband is to show cause why she should not be allowed all that she may claim. This cannot be done at the trial, for the husband does not then know what the wife's claims will be, nor can it be effectually done before the registrar, for he does not know the judge's view of the necessity for the additional costs claimed. The judge himself must, therefore, if required to do so, consider the propriety of the wife's bill of costs when brought in. This is the course which I have proposed to take in every case which has arisen since the decision of the Court of Appeal in *Robertson* v. *Robertson*. Thus the consideration of the justice of the wife's claim to increased costs is unavoidably postponed from the trial till some time after." Without expressing any opinion as to the propriety of this new practice, we may perhaps, with great deference, express a doubt whether it is very easy to extract from the judgments of the Court of Appeal the proposition on which it is founded.

In consequence of the alteration in the hour for the evening sitting of the House of Lords for legislative business, their lordships will, in future, sit at a quarter-past instead of half-past ten o'clock in the morning for judicial business, rising at a quarter to four o'clock in the afternoon.

LIABILITY OF TRUSTEES AND EXECUTORS RETAINING SPECULATIVE INVESTMENTS.

Lord Cottenham long ago laid down the rule that even where a testator directed his executors with all convenient speed after his decease to call in and convert into money such part of his personalty as should not consist of money, and hold the proceeds on certain trusts, they had, nevertheless, a reasonable discretion as to the time of sale of speculative investments made by the testator, such as Mexican bonds. "If," he said, "a reasonable discretion were to be denied, if it were to be laid down as an inflexible rule that [the executors] ought to convert the assets without waiting or considering how far it was for the interest of those who are beneficially entitled, there would of necessity be always an immediate sale; the executors would be bound to sell at whatever loss. Such a rule would be in its operation most injurious, and it has never been acted upon by the court, which in cases of this kind has always considered what is for the interest of all parties concerned" (*Buxton* v. *Buxton*, 1 My. & Cr. 80). This principle was recognized in *Grayburn* v. *Clarkson* (L. R. 3 Ch. 605), where Lord Justice Selwyn said that a direction by a testator that his executors should, with all convenient speed, convert his personal estate, did not "render it obligatory on them to sell at any precise, definite, or particular time, but that they were entitled to exercise a reasonable discretion." And in the recent case of *Marsden* v. *Kent* (L. R. 5 Ch. D. 598), the Court of Appeal approved and followed this rule. "The executors," said Lord Justice James, "in the honest exercise of their discretion thought it more prudent to wait for a rise, and we think they ought not to suffer because it turns out that they committed an error of judgment. . . . It would be very hard upon executors who have been saddled with property of this speculative kind, and have endeavoured to do their duty honestly, if they were to be fixed with a loss arising from their not having taken what, as is proved by the result, would have been the best course." The general principle upon which the liability of trustees and executors who retain speculative securities is to be determined is, therefore, clearly settled. The difficulty lies in ascertaining the tests which will be applied by the court to ascertain whether a trustee has exercised a reasonable discretion as to the time of sale of such securities.

It seems, in the first place, that an important distinction is made between cases where the sale has been made within one year from the testator's death, and where it has been made after that year. Though there is no fixed rule that conversion must take place before the end of the year, yet that is considered the *primâ facie* rule (*Grayburn* v. *Clarkson*, L. R. 3 Ch. at p. 606). A sale within twelve months will be presumed to be a reasonable exercise of discretion (*Ib.*; see also *Hughes* v. *Empson*, 22 Beav. 181). Lord Justice James, in *Marsden* v. *Kent*, said that executors were "*entitled* to wait twelve months before they converted" speculative securities, but it may perhaps be doubted whether this is justified by the other authorities, and whether they do not tend to show, not that trustees and executors retaining speculative securities for any period short of twelve months will, under all circumstances, be absolutely free from liability for their depreciation, but that the *onus* of proving that the retention was not a reasonable exercise of discretion will be thrown on the persons seeking to saddle them with the loss. On the other hand, if speculative securities are retained beyond the twelve months, the *onus* will lie on the trustees and executors of showing some reason for their retention (*Grayburn* v. *Clarkson*).

In the next place, it is obvious that the decision as to what is a reasonable exercise of discretion must depend to some extent on the nature of the securities retained. Shares in companies with unlimited liability should be sold as early as possible; but it seems that even in this case a sale within twelve months will be presumed to be a reasonable exercise of discretion (*Grayburn* v. *Clarkson*). After twelve months, however, a strong case will have to be made out by the trustees and executors to justify their retention. Thus, in *Sculthorpe* v. *Tipper* (L. R. 13 Eq. 232), trustees had retained shares belonging to their testator in an unlimited banking company for two years and a quarter after the testator's

death, when the bank was wound up. It was shown that they had acted in perfect good faith, and as they considered best for the interest of their beneficiaries, but it was held by Malins, V.C., that they were liable to make good the loss sustained by their not having sold the shares within the twelve months. "In a limited company," said the Vice-Chancellor, "you may sell at a greater or less loss to the estate, but without incurring any further liability [by retaining the shares]; but in an unlimited company [the result of retention] may be the entire sweeping away of the testator's property. Where the property is invested in the shares of an unlimited company, unless a retention is actually ordered by the will, it is the duty of trustees to get rid of it as soon as possible, so as to exonerate the estate from liability." In *In re Norrington, Bradley* v. *Partridge* (28 W. R. 711, L. R. 13 Ch. D. 654) Baggallay, L.J., seemed to think that in *Sculthorpe* v. *Tipper* the direction by the testator that his property should be sold "immediately after his death, or as soon thereafter as the trustees might think fit," made a difference, but we apprehend that the meaning of this direction does not differ from that of the words "with all convenient speed" used in *Buxton* v. *Buxton*. But in the case of securities not subject to this liability, all the trustees will have to show in order to justify their retention beyond the twelve months will apparently be that they "endeavoured to do their duty honestly with a view to do what they thought beneficial to everybody interested (*Marsden* v. *Kent*). The circumstances at which the court will mainly look appear to be these:—Did the trustees act without any view of obtaining a benefit for themselves (*Marsden* v. *Kent*); is there anything in their correspondence or acts showing any intention other than a desire to increase the trust property; is it the fact that since the testator's death the price at which he bought the shares had not again been reached; were there any circumstances connected with the trust estate rendering an earlier sale of the speculative securities a matter of pressing moment; and did the beneficiaries require or suggest an earlier sale (see these points commented on in Lord Cottenham's judgment in *Buxton* v. *Buxton*). With reference to this last matter, it appears that if one of the beneficiaries requests the trustee to sell, the latter ought to call on all the other beneficiaries to join in the request (*Marsden* v. *Kent*), and, of course, if they do so, being all capable to request, the trustees must sell; but the fact that one, or perhaps even the fact that a majority, request a sale, will not deprive the trustee and executor of his right to exercise an honest discretion; nor will even the request of a co-trustee (*Buxton* v. *Buxton*). Another matter which the court will consider is whether the trustee exercised a vigilant attention throughout as to the propriety of selling the speculative securities (1 My. & Cr. 95). It is obvious that no reasonable discretion can be exercised by a trustee who omits to make any inquiry as to whether the time is or is not favourable for sale. Whether the fact that a trustee has been disabled by illness from making such inquiries or from selling the securities will furnish a sufficient excuse, has not been decided. In *Grayburn* v. *Clarkson* this was alleged at the hearing of the appeal, but the court said it was hardly a matter then to be inquired into, for it ought to have been brought before the court originally.

The question how far trustees are exonerated from the rules we have above considered by an express direction in the testator's will depends, of course, upon the explicitness of such direction. The full consideration of this matter would be beyond the bounds of our article, but it seems that if the testator gives his trustees "an absolute discretion to sell and convert" specified shares in an unlimited bank held by him, "at such time or times as they may think proper," this will suffice to protect them in retaining such shares (*Edwards* v. *Edmunds, Weekly Notes*, 1876, p. 124); but as the report of this case omits to state for how long a time the shares were retained, it is impossible to say whether the protection was extended beyond the twelve months. But in *In re Norrington, Brindley* v. *Partridge* (28 W. R. 711, L. R 13 Ch. D. 654) it was held that under a direction by a testator that "it should be lawful for his trustees to postpone for such period as they in their free discretion should think fit the sale and conversion into money of all or any part of his personal estate, and his trustees should not be responsible for any loss, risk, or damage which might be occasioned by such postponement," the trustees were not bound by the ordinary rule as to liability for depreciation of speculative property not sold within the twelve months, though some of the property consisted of shares in an unlimited company. In the very recent case of *Robinson* v. *Murdoch* (30 W. R. 162), a power given by a testatrix to trustees to "continue to hold" all shares or stocks in companies which might belong to her at the time of her death, "should they consider it advisable or expedient to do so," was held by the House of Lords to justify the retention by the trustees of the stock of an unlimited bank, there being nothing to show that the retention was not an honest exercise of the general discretion given by the will. There could, one would think, be little doubt about this proposition; but an ingenious contention was raised for the beneficiaries in this case, which deserves attention in connection with the subject of this article. It appeared that soon after the testatrix's death the question of the retention of the bank stock was discussed between the trustees and S., a person beneficially entitled to a life interest in the trust fund, and that the trustees had expressed themselves as unwilling to retain the stock, but at the request of S. they consented to retain it. This, it was contended, was "an abdication of their duty of judgment," and not a reasonable exercise of the discretion given them by the will. But the House of Lords declined to take this view. Lord Selborne said that "it would be most dangerous to hold that trustees, having such a discretion to exercise, might not freely discuss with the beneficiaries the reasons for and against a particular decision, without running the risk of being held to act against their own judgment if they should, in the end, disregard objections to which they had, in the first instance, thought it right to draw attention."

The standard for calculating the loss which has occurred through the retention of speculative securities beyond the twelve months from the testator's death seems, according to the only case which, so far as we know, has distinctly laid down a rule on the subject, to be the price of such securities at the end of such twelve months. This seems a very odd and arbitrary time to fix, but it appears to have been the period selected in *Hughes* v. *Empson*. In that case the chief clerk had calculated the average price of the shares during two months from the time of the testator's death, and, deducting therefrom the price of the shares at the date of his certificate, had charged the executor with the difference. But the late Master of the Rolls said that "he would charge him with the loss which would have occurred if he had sold them *at the end* of twelve months."

SOME NEW BANKRUPTCY PROPOSALS.

II.

The Bill which has been introduced at the instance of the Association of Chambers of Commerce of the United Kingdom, and bears the names of Mr. Barran, Mr. Norwood, and other gentlemen, and which was read a second time on Monday last, differs very materially from Mr. Dixon-Hartland's Bill which we discussed last week. It proceeds entirely upon lines of its own, and proposes provisions which, for the most part, are at variance with those of the Government Bill, whilst it is silent upon many of the points provided for by the Government Bill of last session. As a complete Bill for the amendment of the law of bankruptcy it appears to us about as crude a production as could well be submitted to Parliament, but viewed merely as a contribution to the discussion of the question it contains some proposals which are well deserving of consideration. The Bill, compared with the Government Bill, or the Bill of Mr. Dixon-Hartland, is a very short one, consisting of thirty clauses, extending to seven pages of print only, whilst that of Mr. Dixon-Hartland occupies over thirty pages exclusive of the schedules. We propose to deal with the material clauses of the Bill, taking them in their numerical order.

Clause 4 proposes the substitution of £20 for £50 as the amount necessary to constitute a petitioning creditor's debt with regard to traders only, and also in section 6, sub-section 5, and section 87 of the principal Act. The Government Bill proposed the reduction of the amount of a petitioning creditor's debt in all cases, and we have already stated our objections thereto (*ante*, p. 71). We object to the reduction in any case, and would oppose the proposition, even though limited to traders. The second proposal is in accordance with our own suggestions upon the Government Bill (*ante*, p. 92), whilst with regard to the third proposal we prefer that made by the Government, which would apply the principle to all executions without limit as to amount (*ante*, p. 194).

Notwithstanding the evils attending the present law as to the appoint-

ment of receivers and managers, and the many complaints which have been made with regard thereto, it is boldly proposed by clause 5 that a receiver and manager shall be appointed in all cases "when a debtor is adjudicated a bankrupt, . . . unless for special reasons the court thinks such appointment unnecessary or inexpedient." This is "amending" with a vengeance!

The provisions of clause 10 of the Government Bill (*ante*, p. 92) appear not to be satisfactory to the promoters of this Bill, and their views are contained in the next clause, which is as follows:—

"6. When a bankruptcy petition is hereafter presented against a debtor, no action against the debtor in respect of any debt proveable in the bankruptcy shall be commenced or proceeded with after the filing of the petition, unless with the leave of the court and on such terms (if any) as the court thinks just."

We think this proposal decidedly inferior to that of the Government. Creditors ought not, in our opinion, to be interfered with in the pursuit of their legal remedies until the court has actual control of the debtor's affairs or possession of his property; and it might be that the petition could not be sustained for want of proof of some of the requisites, in which case the other creditors would have been unjustly delayed in enforcing payment of their debts.

Clause 7 is a provision somewhat similar to clause 14 of the Government Bill (*ante*, p. 107), but, inasmuch as the appointment of official receivers forms no part of this Bill, the proposition is that a bankrupt shall file in court a statement of his affairs within three days after adjudication, instead of furnishing it to the official receiver. The costs of preparing such statements are not provided for.

Clause 8, so far as it goes, we consider an improvement upon clause 15 of the Government Bill. It provides as follows:—

"8. The registrar shall, as soon as may be after the bankrupt has filed a statement of his assets, debts, and liabilities, convene the first meeting of creditors, to be held not later than *fourteen* days after the adjudication, at such place as the registrar shall deem the most convenient to the majority in number of the creditors."

Clause 9 provides that, in case of the adjournment of any meeting, "the like notices of the adjourned meeting shall be sent to all the creditors as in the case of the original meeting, and shall be accompanied by a statement in the prescribed form, showing the proceedings at the meeting which was so adjourned, and the matters proposed to be done at the meeting to which the adjournment is made." We cannot congratulate the framers of the clause upon the neatness of the language used, and as to the principle of the proposal, we doubt whether the advantages to be gained by it would compensate for the increased cost which it would occasion. It is a point, however, for which the Government Bill makes no provision, and it well deserves consideration.

The next clause deals with a question which was raised in these columns (*ante*, p. 226)—viz., the placing of a restriction on the rights of voting by creditors holding collateral securities; at least, we presume that is the intention of the clause, but we must confess that we cannot make much sense of it as drawn. We print it at length:—

"10. For all the purposes of voting under the principal Act, or under this Act, expressions referring to a secured creditor shall include a creditor holding any security upon which some person, other than the debtor, is, or may be, liable, whether jointly with the debtor or separately, or as a surety or otherwise, and whether the debtor is primarily, or contingently, or in any other manner liable thereon, or is not liable thereon.

"Whenever any security held by a creditor has been valued, and the holder thereof has voted in respect of the balance, the trustee under the bankruptcy may require the creditor to assign such security to the trustee on payment of the amount at which the security was valued, and *ten* per cent. thereof in addition thereto, and the creditor shall assign or account for the security accordingly.

"This section shall not apply to any bankruptcy commenced before the commencement of this Act."

The views of the promoters of the Bill upon the question of proxies are presented in the next clause, which is as follows:—

"11. No proxy shall be used in relation to any proceedings under the principal Act or this Act for the purpose of voting the remuneration of the trustee or any other person, or for the discharge of the trustee or the bankrupt unless authority to vote upon such matters is specifically given by the instrument of proxy."

The question of the appointment and control of trustee is dealt with in the next clause. It is proposed to give the committee of inspection all the powers which the creditors now have as regards the "appointment, removal, remuneration, or otherwise" of a trustee, the court also having power to remove a trustee and make orders as to any matter to be done by him on the application of a creditor, with other minor provisions. We consider this a most unwise proposal. The creditors can now, if they like, give the committee all these powers, except the removal of a trustee, and if they do not choose to do so, we think it would be a great mistake to give them to the committee by statute.

Clause 13 further proposes to place the appointment of a bank in the hands of the committee. At present there is a material discrepancy between the Act and the Rules. Section 30 provides that the trustee shall pay "into such bank as the majority of the creditors in number and value at any general meeting shall appoint, and, failing such appointment, into the Bank of England"; whilst rule 109 states, "Where the creditors shall have failed to appoint the bank, into which the trustee is to pay all moneys received by him, he shall pay them into such bank as the committee of inspection, or, where there is no committee, the court, shall appoint."

The promoters of this Bill have their own ideas as to the accounts to be furnished by a trustee, which they provide for in the next clause. Their proposal is that, in addition to the accounts at present required to be furnished to the comptroller, under section 55 of the Act of 1869, the trustee shall make a statement of accounts not less than every six months, to be circulated amongst the creditors and presented to the court, such statement to "show all moneys or assets which have become payable to, or receivable by, the trustee down to the date of the statement, and shall state the reason why any such moneys have not been collected and divided, and shall be verified by affidavit or otherwise in the prescribed manner." This is a charming proposal for the increase of costs!

The taxation of costs is dealt with by clause 15. It provides that the accounts of every trustee, and all bills and charges of solicitors, receivers, managers, accountants, auctioneers, brokers, and other persons shall be taxed by the taxing officer within the prescribed time, and would give the court power to charge a trustee with the costs of taxation of his charges in case of their being disallowed or reduced. As a counter-proposal to that of the Government (clause 26, *ante*, p. 151) we fail to see any value in this clause.

Clause 16 provides for the declaration of the first dividend, "if any," within six months after the first meeting, and subsequent dividends, "if any, . . . every six months until the conclusion of the bankruptcy." We presume a trustee cannot declare dividends unless he has funds in hand to do so with. The proposition as contained in this clause is simply impracticable. Trustees cannot always control the time required to realize estates, and considerable latitude and discretion must be given to them in most cases. If the clause contained a proviso that the trustee should not be required to declare a dividend unless he should have funds in hand sufficient, after providing for all costs and contingencies, to pay a dividend of, say, a shilling in the pound, we could understand the proposal; but even with such a proviso we do not think the clause would answer.

By the next clause it is proposed to substitute for special resolutions in section 48 of the present Act (relating to the discharge of bankrupts) "a resolution in writing, signed by or on behalf of a majority in number and *three-fourths* in value of all the creditors who have proved in the bankruptcy." And, further, that notice of application for discharge shall be published and sent seven days at least before the hearing "to every creditor who has proved, and the court may hear any creditor in opposition to the application." Upon the first point we would abolish resolutions of creditors upon the question of discharge altogether instead of making them more stringent, and think the Government proposals as to a bankrupt's discharge infinitely superior to this. As to the second point, the Government proposal is that twenty-one days' notice shall be given to the creditors, any creditor intending to oppose to give seven days' notice thereof to the court. Our only objection to either proposal is on the ground of expense, but as between the two we consider the Government proposal much the better one.

Clause 18 provides that "it shall be the duty of the trustee . . . to report to the court whether the debtor has or has not kept proper books and accounts."

Clause 19 would further amend section 48 of the Act of 1869 by providing that upon an application for a bankrupt's discharge, "if it appear to the . . . court that the bankrupt *has carried on trade by means of fictitious capital*, or that he could not have had at the time when any of his debts were contracted any reasonable or probable ground of expectation of being able to pay the same, or that, *if a trader, he has with intent to conceal the true state of his affairs wilfully omitted at any time to keep proper books or accounts*, or that, if a trader, he has within three years before the commencement of the bankruptcy failed to keep usual and reasonable books and accounts, or, whether trader or not, that his insolvency is attributable to rash and hazardous speculation or unjustifiable extravagance in living, or that he has put any of his creditors to unnecessary expense by frivolous or vexatious defence to any action *or suit*," the court may either refuse or suspend the discharge or grant it subject to conditions as to future income or after-acquired property. The foregoing does not comprise all the proposals of the Government upon the question of discharge, though it does include several of them, and also includes two new ones which we have distinguished by printing in italics. Those are culled from the Act of 1861. The words appearing between the two in italics are also taken *verbatim* from that Act and differ materially from the corresponding provision in the Government Bill (*ante*, p. 162). Under the Act of 1861 the clause was found to be practically a dead letter, as it was never possible to prove that a bankrupt "could not have had" such "ground of expectation." With that experience, therefore, it is idle to propose its re-introduction without amendment. The Government proposal recognizes this.

The period of three years mentioned in section 54 of the present Act

(relating to the *status* of an undischarged bankrupt) is, by clause 21, proposed to be reduced to one year, except as "to any bankruptcy closed before the commencement of this Act." The Government propose to repeal that section altogether, as it is inconsistent with their other proposals, and it is quite as inconsistent with clause 19 of this Bill.

Clauses 22—25 relate to compositions, and differ entirely from the Government proposals, inasmuch as the principle of the present law is retained, but certain alterations in the details thereof suggested. We sympathize very much with the views of the promoters of this Bill in adhering to the principle of giving a certain majority of creditors a right to bind a minority to the acceptance of a composition without having to go through the medium of an adjudication in bankruptcy, though we are afraid that the Government proposal in this respect will be made a *sine quâ non*, and that was our reason for not discussing the point in our comments upon the Government Bill, though we did incidentally allude to it in our remarks upon clause 3 of that Bill (*ante*, p. 70). The majority to be required for such a purpose might, we think, be very well increased, say, to two-thirds in number, and seven-eighths in value, or any other majority which, after a full discussion, might appear reasonable, but so that a comparatively small section of creditors should not, for purposes of their own, prevent the carrying of a reasonable composition satisfactory to the great bulk of the creditors. In the great majority of cases the Government proposal would operate to entirely defeat the carrying of any composition, and in any event the expense and delay which it would occasion would reduce the amount of composition which a debtor would be able to pay. We should not object either to placing a minimum limit upon the *amount* of composition, say five shillings in the pound, which would be consistent with the Government proposals. In our opinion the clauses in this Bill, though very incomplete, might be made the basis for a satisfactory settlement of the question. We print them at length.

"22. Every petition for composition shall be accompanied with a statutory declaration made by the petitioner, and containing a list of all his creditors, with their addresses and the amounts due to each, and a statement of any securities or set-off which they respectively hold or are entitled to, with any other prescribed particulars; and a copy of such list, showing separately each debt exceeding *ten pounds*, and showing the aggregate of the debts not exceeding *ten pounds*, shall be sent by the petitioner to each of such creditors whose claim exceeds *five pounds*. Any person wilfully making a false declaration in respect of any such matters shall be deemed guilty of a misdemeanor punishable under the Debtors Act, 1869, and shall be liable to imprisonment with or without hard labour for any term not exceeding *one year*.

"23. For the purposes of section 126 of the principal Act, relating to the acceptance of a composition, the majority of creditors necessary for passing or confirming an extraordinary resolution shall be a majority in number and not less than *three fourths* in value of all the creditors.

"24. So much of the 28th section of the principal Act as enacts that the trustee may, with the sanction of a special resolution of the creditors assembled at any meeting of which notice has been given, specifying the object of such meeting, accept any composition offered by the bankrupt, shall be repealed, and in lieu thereof the following provision shall have effect:

"At any general meeting of the creditors in a bankruptcy, in case an offer be made by or on behalf of the bankrupt to pay a composition upon the whole of the debts of the bankrupt, and to give security for payment of such composition, and a majority in number and *four-fifths* in value of the creditors voting at such meeting, resolve that such offer be entertained, the trustee shall forthwith advertise in the prescribed manner the terms of the offer and the resolution, and give notice of a day, hour, and place for the holding of a further meeting to decide upon the offer, and shall also send to every creditor who has proved or claimed in the bankruptcy, or who is named in any statement made by the bankrupt, a notice stating the terms of the offer and the proposed security, and a list of all such creditors as aforesaid, with the amount of their respective claims, and the estimated value of the bankrupt's estate, and any other prescribed particulars.

"If at such further meeting the offer is accepted by a majority in number and *four-fifths* in value of all the creditors, the same shall be deemed to be adopted, and upon proof of such adoption, the court shall approve the composition in the manner and with the consequences mentioned in the said 28th section with respect to compositions.

"25. If at a meeting of creditors convened for the purpose of considering or confirming an extraordinary resolution accepting a composition in satisfaction of the debts due to them by the debtor, no such resolution is passed or confirmed, the following consequences shall ensue (that is to say),

"(1) The proposal made by or on behalf of the debtor to pay a composition shall be deemed to be an act of bankruptcy within the meaning of section 6 of the principal Act; and

"(2) The court shall, upon proof thereof, adjudicate the debtor a bankrupt."

By the next clause the 125th section of the Act of 1869 (relating to liquidation by arrangement) and all other provisions therein "which are inconsistent with this Act are repealed."

Clause 27 proposes to reduce a landlord's right to distrain after the commencement of a bankruptcy to six months' arrears instead of twelve months', as provided by section 34 of the Act of 1869. We discussed the question of the landlord's right of distress in case of bankruptcy at some length in our comments upon clause 63 of the Government Bill (*ante*, p. 195). We agree with the reduction to six months, as proposed by this clause, and do not approve of the Government proposal entirely to deprive a landlord of his right of distress. It may be that the Legislature may hereafter see its way to abolish the law of distress altogether, as has already been proposed in the House of Commons this session, but if so, let it be done by legislation specially directed to that point, and not by a side wind. But to make the law satisfactory in case of bankruptcy, there must be something more than a mere reduction of the period as proposed by this clause. Take the recent case of *Frith and West*, before the county court at Manchester, reported in these columns (*ante*, p. 201). In that case the creditor succeeded in setting aside the landlord's distress upon another point, but had that point not have been open to them, what would have been the result? Simply that by reason of the distress having been levied before the filing of the petition by the debtors, the landlord would have been entitled to have proceeded therewith for the full amount of arrears claimed, which would have swept away the whole of the estate from the other creditors. We refrain from pursuing the point any further in connection with the subject of this paper, as we stated our views very fully in our remarks upon the Government Bill.

An alteration in the law as to voluntary settlements by traders is proposed by the next clause. It is proposed to extend section 91 of the Act of 1869, by providing that any settlement which would be void under that section if the settlor became bankrupt within two years, "shall further be void as against the trustee in bankruptcy of a settlor who becomes bankrupt within *three years* following the expiration of such two years, unless within *one year* after the date of the settlement" the same be registered and notice given in the *London Gazette*. We are of opinion that this is an uncalled-for proposal, and that section 91 of the present Act is quite stringent enough.

The Government Bill of last session contained provisions (clause 57) for the administration in bankruptcy of the estates of deceased persons. We commented at some length upon that clause (*ante*, p. 180) and found fault with its crudeness and the omission of any provision for a number of points which suggested themselves to us. But if the Government proposal was open to this objection, how much more so is the proposal contained in clause 29 of the Bill, which we are now discussing, which deals with the same subject? It is not worth while taking up space in discussing a clause so bald in its terms, and we will, therefore, simply print it at length, leaving it to speak for itself.

"29.—Every court having jurisdiction in bankruptcy shall have jurisdiction to administer the estate of a deceased person whose estate is insufficient to meet his debts and liabilities, whatever may be the amount of the estate or of the debts and liabilities.

"If, in the course of such administration, it appears that the estate is sufficient to meet the debts and liabilities, the court may either dismiss or continue the proceedings on such terms as to costs to be paid by any person or otherwise as it thinks fit, or as may be prescribed.

"For the purposes of this section every court having jurisdiction in bankruptcy shall have all the same powers and jurisdiction (whether original or by way of appeal) as in cases of bankruptcy, and shall (in addition to its powers as a court of bankruptcy) have all the same powers and jurisdiction as may be exercised by any division of the High Court of Justice for the administration of the estates of deceased persons.

"Rules may be made for the regulation of proceedings under this section in the same manner as rules for the regulation of proceedings in bankruptcy."

The last clause simply provides that the "Act shall not extend to Scotland or Ireland."

THE JUDICIAL STATISTICS.

Probate Division.

In the principal registry of the Probate Division there were 11,921 probates and 5,747 administrations granted in 1879-80, as against 12,536 and 6,153 in the previous year. The *caveats* entered numbered 1,261; there were 413 motions and 1,275 summonses; there were 28 trials by special jury, 26 by common jury, and 65 by the judge without a jury. Only 2 notices of appeal were given, but there were 74 probates or administrations revoked. The total amount of fees in court and contentious business was £2,176. The stamps issued for probate and administration in the principal registry amounted to £1,417,328, and, for the district registries, £1,045,827, making a total revenue, from this source, of £2,463,155, as against £2,109,271 in the previous year. The effects of testators and intestates were sworn under £72,055,855 in 1879-80, and under £80,326,190 in 1878-9. By a statement of the income and expenditure in respect of the fees levied in the principal registry in 1879-80, it appears that the sum taken in stamps was £67,329, and in the previous year £70,930. The expenditure in 1879-80 was £46,602 for salaries, £6,374 for registering and copying clerks, and £467 for incidental expenses.

Probate District Registries.

In the 40 district registries there were granted, in 1879-80, 18,676 probates and 8,907 administrations, being a total of 27,683 as against

29,862 in the previous year. The fees received amounted to £74,406, and the total amount under which properties were sworn was £55,834,759. In 1879-80 the totals under which properties were sworn in the principal registry and in the district registries, taken together, amounted to £127,890,614, and in the previous year to £136,907,951.

Divorce and Matrimonial Causes.

There were 874 petitions filed in the Divorce Division in 1879-80, of which 470 were for dissolution of marriage, 145 for judicial separation, and 21 for restitution of conjugal rights; 63 petitions were dismissed, and there were 356 decrees *nisi* and 278 absolute for dissolution of marriage, 58 for judicial separation, 2 for restitution of conjugal rights, and 6 for nullity of marriage. The fees taken amounted to £5,198, as against £5,410 in the previous year.

Admiralty.

The returns as to the admiralty proceedings are incomplete by reason of the Rules of April, 1880, having directed all writs to be issued from the Central Office, so that the figures here given only represent actions instituted up to the 5th of April, 1880. The admiralty actions for the period covered by the returns were 244, and the total amount claimed in them was £907,280. During the whole year there were 68 motions and 1,261 summonses disposed of, and 173 final judgments pronounced. Under the head of references to the registrar assisted by merchants, the total number of cases heard and reported upon by the registrar was 83 in 1880, as against 95 in 1879. The total amount of accounts submitted for investigation in the principal registry was £502,974, of which £432,860 was reported due. The bills of costs taxed numbered 266, amounting, in the whole, to a total of £47,969, of which £33,216 was allowed and £14,753 disallowed. The court sat on 151 days, and the registrar assisted by merchants on 67 days. The money of the suitors amounted to £31,154 at the beginning of the year; £134,200 were received and £137,860 paid out, leaving a balance of £27,494 at the end of the year. The amount received in stamps, including that received in the Marshal's Office, was £6,808, and the amount received in cash was £1,037. The total number of instruments lodged with the marshal in 1880 was 392, and the arrests numbered 176, while the releases were 182. The gross amount of property sold under commission, from the court was £10,467 in 1880, and £23,342 in 1879.

Court of Bankruptcy.

The number of bankruptcies in 1880 was 995, and there were also 5,446 liquidations by arrangement, and 8,757 by composition, making a total of 10,298 as compared with 13,132, the total of 1879. Since the passing of the Bankruptcy Act, 1869, the total number of liquidations has annually increased until 1879, but last year shows a decrease in liquidations and a considerable decrease in bankruptcies. During the year it appears that 2,845 debtor summonses were issued, there were 166 declarations of inability filed by debtors, and 1,605 petitions for adjudication filed. The debtors adjudicated bankrupt numbered 995, of whom 357 were on debtors' summons, 132 on declaration of inability, 271 on failure of liquidation proceedings, and 235 on other acts of bankruptcy; 721 of the total number were traders, and 274 non-traders. In 705 bankruptcies trustees were appointed with committees of inspection, and in 208 without, and 33 cases were carried on by the registrars as trustees; 22 bankruptcies were annulled by reason of no trustee having been appointed. There were 146 applications for discharge, in 10 of which discharge was granted where 10s. in the pound had been or might have been paid, and in 136 on resolution of creditors where less than that amount was paid. On the 1st of January, 1880, it appears that there were 4,112 bankruptcies pending, and 995 were added during the year, making a total of 5,107. Out of this number 164 were annulled during the year, 378 were closed after payment of a dividend, and 735 without dividend, making a total of 1,277, and leaving 3,830 bankruptcies pending at the end of the year. The total liabilities of persons made bankrupt during the year was £2,733,159, and the estimated assets were £336,937. In the previous year the liabilities amounted to £4,298,721, and the estimated assets to £570,713. In 378 of the 1,113 bankruptcies closed during the year the liabilities amounted to £1,409,279, and the receipts to £370,836, and dividends were paid. In 457 of the same 1,113 estates the liabilities amounted to £1,342,402, and the receipts to £261,194; in these cases the whole of the assets was absorbed in costs. In 271 cases, with liabilities amounting to £879,582, and with no receipts, no dividends were paid. In the 378 estates on which a dividend was paid, it amounted to 20*s.* in the pound in 4 cases only, and in 21 other cases it exceeded 10*s.* in the pound; 115 estates paid less than 1*s.* in the pound, and 238 paid sums varying between 1*s.* and 10*s.* in the pound. Under the head of liquidation proceedings we find that 11,508 petitions were filed, of which 9,677 were in county courts, and 1,831 in London. In the previous year there were 14,574 petitions for liquidation filed. The gross amount of debts under liquidation petitions in 1880 was £9,318,633, and the gross value of estates £3,337,941. There were also in 1880 3,757 composition resolutions registered, the debts amounting to £4,136,844, and the assets to £1,026,626. Of these 3,757 estates 27 paid a dividend of 20*s.* in the pound, 983 paid less than 1*s.*, 2,672 paid between 1*s.* and 10*s.*, and 75 paid between 10*s.* and 20*s.* in the pound. A grand summary of assets and liabilities shows that in 1880 the liabilities were £16,188,636, and the assets £4,701,504, and that in 1879 the liabilities were £29,678,193, and the assets £10,193,617. There were 100 appeals in bankruptcy presented to the Court of Appeal in 1880, and there were 15 pending at the beginning of the year. In 40 cases the decision was affirmed, in 36 reversed, and in 2 varied; 13 appeals were withdrawn, and 24 were pending at the close of the year. In 1879 there were 163 appeals. The number of bills taxed was 20,172 for a gross amount of £523,053, and from this amount £91,230 was struck off on taxation.

County Courts.

There are now 56 county court circuits, the courts for which are held at 499 places. In 1880 the number of plaints entered, including cases from the superior courts, was 1,096,790, as compared with 1,045,288 in 1879, and 912,895 ten years previously. In 10,313 of the 658,690 cases decided in 1880 the judgment was for the defendant, and in the rest for the plaintiff. There were 161,629 judgment summonses issued, of which 91,595 were heard; 36,788 warrants of commitment were issued, and 6,865 debtors imprisoned; 236,051 executions against goods were issued, and 5,599 sales made. The total amount for which plaints were entered was £3,366,474, and the total amount of fees on all proceedings was £451,606. There were no proceedings under the Charitable Trusts Acts. For the protection of deserted wives 960 orders were registered. The bankruptcy proceedings in county courts are comprised in the general bankruptcy returns. The number of days of sitting for the whole of the circuits was 8,268 in 1880, and 8,283 in 1879. The greatest number of days on which any one judge sat was 230, and the smallest 80. The average claim on each plaint in 1880 was £3 1*s.* 4*d.*, and in 1879 £3 4*s.* 9*d.*

County Courts' Equity Jurisdiction.

The total number of equitable suits and proceedings in county courts in 1880 was 640 as against 548 in 1879. The subject-matter of these 640 cases amounted in value to £91,462, and the solicitors' costs allowed to £4,501. The fees, including those of high bailiffs, amounted to £2,398.

County Courts' Admiralty Jurisdiction.

During the year 1880 the total number of admiralty actions or proceedings in county courts was 288, and the total amount claimed in these actions was £29,398, the solicitors' costs allowed amounted to £1,055, and the fees, including those of high bailiffs, to £1,092.

City of London Court.

In the City of London Court there were 23,312 plaints entered, including 3 cases sent from the superior courts; 9,870 cases were determined, in 247 of which the judgment was for the defendant, and in the rest for the plaintiff. Judgment summonses to the number of 1,770 were issued, and 747 were heard; 247 warrants of commitment were issued, and 18 debtors were imprisoned; 4,473 executions were issued, and 50 sales made. The total amount for which plaints were entered was £129,889, and the total amount for which judgment was given was £48,628 for debts, and £5,387 for costs. The fees amounted to £13,796, and the court sat on 173 days. There were only 14 equitable proceedings in the City of London Court in 1880. In 1879 there were but 15, but the average for previous years would be less than 10. Under the admiralty jurisdiction of the City of London Court there were 222 actions and proceedings in 1880, as compared with 168 in the previous year. The amount claimed in these actions was £22,494, and the solicitors' costs allowed amounted to £1,328, and the fees to £611.

Borough, Hundred, and Manorial Courts.

In 9 of the 25 local courts of civil jurisdiction there were no proceedings in 1880, and in 5 of those 9 there have been no proceedings for ten years past. From the Hundred of Salford Court of Record 13,716 writs were issued in 1880 for an aggregate amount of £127,427. In the Liverpool Passage Court there were 4,444 plaints for an aggregate of £55,349. In the Bristol Tolzey Court there were 2,427 plaints for £14,553. These are the most important, but it is sufficient here to specify that in the 16 local courts 22,526 writs were issued, claiming a total of £211,729. The fees in all proceedings amounted to £8,034.

Mayor's Court, London.

The number of actions entered in the Mayor's Court was 12,992 in 1880, being 1,024 less than in 1879. The amount claimed in these 12,992 actions was £220,683. There were 328 committals, 234 debtors arrested, and 8 imprisoned. Foreign attachments were issued to the number of 197, for a total amount of £55,915, but 47 of these, for £18,944, were withdrawn. On the equity side of the court there were 4 bills of complaint filed. The fees of court amounted to £6,815.

Stannaries Court.

There were 10 creditors' suits entered in the Court of the Vice-Warden of the Stannaries in 1880 as compared with 15 in 1879. The

amount claimed was £237, and the amount recovered £167, the costs amounted to £241, and the fees to £25. There were, moreover, 3 writs of summons and 2 plaints, 3 petitions to wind up unincorporated companies. There were no appeals.

ECCLESIASTICAL COURTS.

In the ecclesiastical courts in 1880 there were 13 proceedings as compared with 12 in 1879. Two of these were under the Church Discipline Act, 2 under the Public Worship Regulation Act, 1874, 1 concerning pew rights, 1 for granting a faculty, 5 for drunkenness, and 2 for other objects. There were further 245 suits for faculties. The court fees amounted to £1,157 in 1880, as compared with £1,289 in 1879.

DIVISIONAL COURT.

The number of special cases filed under 12 & 13 Vict. c. 45, was 4, and under 20 & 21 Vict. c. 43, was 45. There were 29 appeals from county courts. On appeals by motion under 38 & 39 Vict. c. 50, s. 6, 65 orders *nisi* were granted, 9 made absolute, and 1 discharged. There were also 14 appeals from the Mayor's Court, 5 from the Liverpool Court of Passage, and 5 from the Salford Hundred Court.

HER MAJESTY'S COURT OF APPEAL.

The total number of appeals awaiting hearing at the commencement of the year was 279, the number set down during the year was 694, making a total of 973 appeals; of this number 619 were heard during the year, and 94 otherwise disposed of, leaving 260 awaiting hearing at the end of the year. The Appeal Court sat at Lincoln's-inn on 194 days, and at Westminster on 135 days, making 329 working days of the Court of Appeal.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

The number of appeals entered for hearing before the Judicial Committee of the Privy Council in 1880 was 76, and, of this number, 8 were dismissed for non-prosecution, and 58 were heard and determined. In 38 cases the judgment was affirmed, in 4 varied, and in 16 reversed. There were 101 appeals lodged since April, 1878, which remained for hearing on the 1st of January, 1881. In 18 appeals no costs were given, and in 48 costs were awarded to the successful party. There were 6 applications lodged for extension or confirming of letters patent, 1 of which was dismissed, and 1 granted. The fees amounted to £1,391. The amount of costs taxed was £13,962.

HOUSE OF LORDS.

During the session of 1880 there were 27 appeals to the House of Lords from the Chancery Division in England, and 5 from that in Ireland, and 16 from the Court of Session, Scotland, making a total of 48. Of this number 6 were withdrawn and 8 dismissed for want of prosecution. The total number of judgments delivered in 1880 was 36, including 3 in causes heard in the previous session. The total number of effective causes remaining for hearing at the end of the session of 1880 was 12, as compared with 18 at the end of the previous session. The total amount of fees was £1,623, as against £1,884 15s. in 1879.

REVIEWS.

CONVEYANCING.

PRIDEAUX'S PRECEDENTS IN CONVEYANCING; WITH DISSERTATIONS ON ITS LAW AND PRACTICE. ELEVENTH EDITION. By FREDERICK PRIDEAUX and JOHN WHITCOMBE, Barristers-at-Law. Stevens & Sons.

The high reputation of this work, and the well-deserved eminence of its authors, have invested with unusual interest the issue of a new edition adapted to the Conveyancing Act, 1881. Here, it was supposed, would be found a safe guide through the pitfalls of that measure. Here we should learn what provisions we may adopt as absolutely safe; what provisions we may adopt with modifications, and what provisions we ought to reject. No one in the secrets of the solemn league and covenant entered into by certain eminent conveyancers, could doubt that the authors would adopt the Act as fully as was compatible with safety, nor could any one reasonably object to their doing so. But what the profession wanted to ascertain was how far the Act could be safely adopted, and in particular what is the best form of the supplemental, and also the "very special provisions," which, in certain cases (notably of mortgages), are generally admitted to be required, and the insertion of which has recently doubled certain conveyancers' fees on drafts.

We think we do no injustice when we say that this information is exactly what will *not* be found in the book. The authors proceed on the principle that the provisions of the Act may in general be adopted without any modification, restriction, or supplement. This must surprise even those members of the profession who are most anxious to bring the Act into operation. There are some provisions which it needs no authority to tell any practitioner should be supplemented or modified. For instance, even according to Mr. Wolstenholme, a trustee can only safely give an acknowledgment for the production of deeds, and should not give an undertaking for safe custody. In the present work, at p. 286, we find that trustees are made to give both the acknowledgment and undertaking. We suppose it will hardly be doubted that the provision of section 18, which enables a mortgagor alone to grant a building lease at a peppercorn rent for the first five years of the term, is not such a provision as an intending mortgagee would desire to see inserted in the mortgage, and that the general opinion of the profession is against its insertion; yet we find this provision allowed to come into operation in the precedents of mortgages in this volume. The power of sale given to the mortgagee by section 19 (1) is only exercisable "when the mortgage money has become due." This is adopted in the precedents of the mortgage containing the usual provisions for continuing the loan for a fixed period, and the mortgage to secure an existing debt and further advances, without any express provision as to when the mortgage money is to be considered to have become due under section 19. These are matters which we should have thought called for some express provisions.

On the other hand, if we come to examine more in detail how the Act is applied in the case of precedents of instruments, we sometimes find it ignored or abandoned. For instance, in one of the very first precedents of conveyances (p. 224) we find express covenants for title in a conveyance of freeholds, in which A. B. covenants with C. D., *his heirs and assigns*, although section 58 of the Act provides that "a covenant relating to land of inheritance shall be deemed to be made with the covenantee, his heirs and assigns, and shall have effect as if heirs and assigns were expressed." Again, at p. 403, we find in a precedent of an assignment of letters patent that the vendor is made *both* to assign "as beneficial owner"—thereby bringing into operation the implied covenants—and also to enter into express covenants that the letters patent are good, for right to assign, and for further assurance. And we observe that in the precedent of the surrender of a lease, at p. 399, the lease is recited, instead of the deed being expressed to be annexed to the lease, under section 53. We also remark that the lessee is thereby made to surrender "all other the estate and interest of the said A. B. in the said premises, under or by virtue of the said indenture," although section 63 enacts that "every conveyance shall, by virtue of this Act, be effectual to pass all the estate, &c., which the conveying parties respectively have in the property conveyed." It may be suggested that the definition of "conveyance" in section 2 does not specify "surrender of a lease," but if this is not included in the word "conveyance," then the lessee should not be made in this precedent to surrender "as beneficial owner," for covenants for title are only implied in a "conveyance."

One of the many admirable characteristics of Prideaux in its old shape was accuracy and consistency of language. This is, also, to a considerable extent, a characteristic of the present edition, but it is curious to see how, in the attempt to adapt the old forms to the implied provisions or the statutory forms in the schedules to the Act, this characteristic disappears. Take form 3 of mortgages—mortgage in fee with provisions for reducing the rate of interest in case of punctual payment, and for continuing the loan for a time certain—(p. 505). We have here the statutory form (schedule 4) of covenant to pay principal money and interest, with some slight amendments. In this we have the expression "the date of these presents," while in the proviso as to not calling in the money for a term, the expression is "the date hereof"; in the covenant we have "principal money . . . due under this mortgage," while in the proviso we have "principal money hereby secured," and in the proviso for reduction of interest we have "the said principal sum." The implied statutory power of sale is adopted; yet in the proviso as to not calling in the money, we find the expression "upon any sale made *under the aforesaid power in that behalf*." As no power of sale is mentioned in the precedent, this provision appears to be nugatory.

It is an ungracious task to criticize in this way a work for which, in its former shape, we have always entertained a high esteem, and we will not pursue it further. We have purposely omitted to notice the opinions expressed or acted on by the authors on what may be termed the debateable points of the Act—as, for instance, the broad statement on p. 219 that "there can no longer be any advantage in setting out in the conveyance the 'general words,'" or the assumption (without any explanatory note) in the precedent for the enlargement of a long term, at p. 433, that an equitable tenant for life is a person entitled "in right of the term." These and other questions are matters on which we have said our say, and are content to set the reasons we have given for holding a contrary opinion against the *dicta*, however weighty it may be, but unsupported by reasons, of the learned authors. There are many parts of the work as to which the Conveyancing Act has little operation, and few alterations have been made, and as to these we have little but praise. We are bound in fairness, too, to add that where it has occurred to the learned authors that it is essential to qualify or vary the provisions of the Act, they have shown their wonted skill, and more than their wonted conciseness—see, for instance, the variations of the statutory power of sale in the mortgage of freeholds to a building society.

CORRESPONDENCE.

RIGHT TO REDEEM—WHEN BARRED BY MORTGAGEE'S POSSESSION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In *Stansfield* v. *Hobson* (1 W. R. 27, 216, 16 Beav. 236, 3 D. M. & G. 620), it was decided by the late Master of the Rolls and by Lords Justices Knight Bruce and Turner that an acknowledgment given after the mortgagee had been in possession twenty years was sufficient to prevent the right to redeem from being barred by the statute (3 & 4 Will. 4, c. 27, s. 28). Although that case mainly turned upon the sufficiency of a particular letter as an acknowledgment, the question as to that acknowledgment's having been given too late was evidently not lost sight of, and, indeed, must necessarily have been regarded in the decision. Therefore, some remark seems called for when one finds in the recent case of *Sanders* v. *Sanders* (30 W. R. 280, L. R. 19 Ch. D. 373) the following observations by judges of the Court of Appeal:—The Master of the Rolls said (p. 379), "As I said in *In re Alison*, when a title has been extinguished by the statute, no mere acknowledgment by the person who has acquired under the statute as good a title as if a conveyance had been made to him can restore the old title. The contrary was, indeed, decided in *Stansfield* v. *Hobson*, but when we look at that case we find that the point is not noticed in the judgment of either of the Lords Justices, though it appears to have been taken in argument. Considering the importance of the point, I cannot think that either of these learned judges would have decided it without making any remark on the subject, and I think it must have been overlooked by them. I think, therefore, that *Stansfield* v. *Hobson* is no authority in support of the proposition that an acknowledgment after the statute has run can take the case out of the statute; and *In re Alison*, which is a decision by the Court of Appeal, shows that it cannot." And Baggallay, L.J., referring to the judgment of Vice-Chancellor Malins in the case under consideration, said (at p. 381): "He seems to have held that, after a title under the statute had accrued through adverse possession, a subsequent acknowledgment would prevent the operation of the statute, and in support of that proposition he relied on *Stansfield* v. *Hobson*. The marginal note of that case is in point, but when we look at the judgments the only point considered in them is whether the document in question was in such a form as to make it a sufficient acknowledgment within the statute. Having regard to this, I cannot consider that *Stansfield* v. *Hobson* is an authority in favour of the proposition that an acknowledgment given after the statute has run is effectual. The point was considered in *In re Alison*, and the Court of Appeal there expressly decided that when a statutory title had accrued by the expiration of the twenty years, it could not be defeated by a subsequent acknowledgment."

Stansfield v. *Hobson* appears to me to have been most unfairly dealt with by these learned judges. To suppose that Sir John Romilly and Lords Justices Knight Bruce and Turner could all have been led into the consideration of the question whether a particular letter amounted to a sufficient acknowledgment, and to decree in favour of the mortgagor, while overlooking the circumstance that an acknowledgment after twenty years' possession by the mortgagee could, as now alleged, be of no avail, seems to me—with deference to the Master of the Rolls and Lord Justice Baggallay—simply impossible. The supposition appears to me, not only to carry with it its own contradiction, but also to be refuted by the reports of *Stansfield* v. *Hobson* on the original hearing and on the appeal. The Master of the Rolls began his judgment thus: "This is a claim instituted for the purpose of redeeming an estate mortgaged to John Hobson, and the only question which arises is whether a letter sent by him to the solicitor of the mortgagor, or of one of the mortgagors, in February, 1850, after twenty years had elapsed from the time when Hobson had entered into possession, is such an acknowledgment as to take the case out of the statute." The Master of the Rolls took no further special notice of the letter having been written after the lapse of twenty years, but, upon the question of the sufficiency of the letter, said, "I reserved my judgment for the purpose of looking through the authorities, and it appears to me that the statute has only made a difference in this respect, that that which before the statute was a sufficient parol declaration must now be in writing, signed by the mortgagee or the person claiming through him." At the hearing by the Lords Justices the mortgagee's counsel (of whom the present Lord Chancellor was one) are reported to have urged that "the case does not come within the exception, unless the acknowledgment is given within twenty years after the mortgagee obtained possession. That is the only effect which can be given to the words 'unless in the meantime.'" That the case was fully argued seems evident from the way in which Lord Justice Knight Bruce began his judgment: "Perhaps we ought to feel some difficulty after the able arguments of Mr. Palmer and Mr. Humphreys," but neither of the Lords Justices made any distinct allusion to the point that the acknowledgment was not given till after the lapse of the twenty years.

Surely enough has now been said to show that none of the judges by whom *Stansfield* v. *Hobson* was decided did overlook or could have overlooked the circumstance that the acknowledgment was given after twenty years' possession by the mortgagee; and if the point was not specially alluded to in any of their judgments, I take it the reason was simply this—the sufficiency of the acknowledgment in point of time was too clear for serious argument. I will now say a few words in support of this last remark. (1) I submit the true grammatical construction of section 28 of 3 & 4 Will. 4, c. 27, only requires that the acknowledgment should be given within twenty years before the suit to redeem is brought. This construction appears to me strengthened when section 28 is compared with the language of section 14, which section clearly requires, in the cases to which it applies, an acknowledgment to be given before the expiry of the length of possession which would create a bar. (2) The above construction of section 28 is further supported by the previous state of the law, and the recommendations of the Real Property Commissioners on which the Act was based, also by no less an authority than the late Lord St. Leonards. This I will endeavour to show.

The following extract from Sir William Grant's judgment in *Barron* v. *Martin* (Coop. 189, at p. 191) shows very clearly what the old law was, at least so far as the point in question is concerned—namely, that acknowledgment within twenty years before suit was sufficient, although after twenty years' possession by the mortgagee. Sir William Grant said:—"It is now decided that twenty years' possession by a mortgagee will *primâ facie* bar a right of redemption; and it lies on the mortgagor to show that such length of possession ought not to produce that effect. Here there has been a possession of about sixty years in the mortgagee. It is not, however, material to consider the effect of anything done above twenty years before the filing of the bill, as what passed in 1772 or 1774. The question is, whether anything has taken place within twenty years before October, 1806, when the bill was filed, to give a right to redeem?"

The Real Property Commissioners in their first report (p. 50) say: "Where a mortgagee has been twenty years in possession, without any payment, or promise, or acknowledgment to show that the relation of mortgagor and mortgagee continues, the right to redeem is gone, but evidence of any acknowledgment in writing or by parol to the mortgagor or to a stranger, or any memorandum or account found among the papers of the mortgagee, admitting or evidencing that he holds in that character, interrupts the bar. . . . . We propose that it should be enacted that, where the mortgagee is in possession, the bar in equity shall not be affected by any promise, statement, or acknowledgment, unless it were in writing, and made by the mortgagee or those claiming under the mortgagee to the mortgagor or those claiming under the mortgagor."

Lord St. Leonards, in his work on the Real Property Statutes (2nd ed., p. 111), speaking of the provisions as to mortgagees in possession, says, "The statute adopted the existing rule," and later on (p. 117) he says, "The statute, as to acknowledgments, has only made a difference in this respect, that that which before the statute was a sufficient parol acknowledgment must now be in writing, signed by the mortgagee or the person claiming through him," quoting as his authority what Sir John Romilly said in the extract above given from his judgment, and using his very words. I may add that in *Pendleton* v. *Booth* (8 W. R. 101, 1 D. F. & J. 81), referred to in Lord St. Leonard's work (p. 113), Lord Chancellor Campbell stated the law conformably to the view here maintained.

I have not forgotten that it may be urged that the portions above extracted of the judgments of the Master of the Rolls and Lord Justice Baggallay in *Sanders* v. *Sanders* show that *Stansfield* v. *Hobson*, so far as it decided that an acknowledgment by a mortgagee after twenty years' possession prevents the mortgagor's title from being barred, has been overruled by *In re Alison*. But I say with confidence that what was said by the above-mentioned learned judges in *Sanders* v. *Sanders*, if it meant this—and I think it did—is not warranted by the decision in *In re Alison*. Neither in *In re Alison* nor in *Sanders* v. *Sanders* did the facts raise the question here discussed; therefore *Stansfield* v. *Hobson* remains unaffected by either of those cases, except by *obiter dicta*, and I think the *dicta* that I have quoted in *Sanders* v. *Sanders* are a sufficient justification for my writing this letter in support of *Stansfield* v. *Hobson*.

It only remains for me to say that although the enactment (section 28) of 3 & 4 Will. 4, c. 27, with reference to which *Stansfield* v. *Hobson* was decided, is repealed by 37 & 38 Vict. c. 57, s. 9, yet it is re-enacted in section 7 with the substitution, in both parts of the enactment, of twelve for twenty years. The reduction of the required length of possession by a mortgagee, and of the time after acknowledgment within which an action must be brought, makes it only the more important to defend *Stansfield* v. *Hobson*.

Temple, April 25. A. J. Wood.

TRIAL BY JURY AT PETTY SESSIONS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have to thank you for your courteous remarks on my letter on the above subject, and I do not despair of converting you to my views.

I agree with you that the present system of summary jurisdiction by

justices in cases of small moment must be preserved. Also that a remedy for the present evils of that jurisdiction is to be found in the wide establishment of a stipendiary magistracy.

But many of the cases now triable at petty sessions are not of small moment.

Take, for instance, complaints against innkeepers. I once was concerned for a large hotel company, owners and occupiers of the hotel, who had the misfortune to have as guests for a short time a boisterous wedding-party who offended against the Licensing Act. Two police informations were laid against the company for offences arising out of the acts of that party during one evening, and had convictions followed and my clients' license been indorsed, a valuable property of about £40,000 would have been placed in great peril, and numbers of purely innocent shareholders would have suffered. I presume it will be allowed that the case referred to was not one of small moment; and it will suggest many others of a like kind. Yet here was a case started by the police, in which, for some occult cause, they had got very angry, and there was no tribunal for my client to appeal to except that of the justices, who were in constant communication, privately as well as publicly, with the prosecutors.

Take, again, cases of alleged adulteration of food. A charge of that kind when proved may ruin a tradesman who, up to that time, may have borne an irreproachable character.

Surely such cases as these might be indefinitely multiplied; and yet, because of some supposed inconvenience, are respectable persons unhappily, and perhaps unjustly, charged, to be told that they are to be satisfied with a tribunal tainted with police prepossession, whilst a vagabond, for the fiftieth time charged as a pickpocket, may demand a trial by jury?

To stand by such an anomaly as that with folded hands, and to say nothing can be done, seems to me unworthy of English jurisprudence.

One of two things: (1) Either in such cases as I have mentioned give the defendants the power of having their cases tried by a jury at quarter sessions; or (2) give an optional jury at petty sessions.

Your own suggestion of a stipendiary magistracy solves the latter difficulty.

Why should not there be a stipendiary magistracy with circuits somewhat similar to those of the county court judges, to whom should be referred such important cases as I have mentioned, and wherein prepossession is so likely to exist? There need be no hurry to try such cases without giving a few days' time between accusation and trial; and during that interval it should be optional for either of the parties to demand a jury or not. If the stipendiary of a circuit obtained the confidence of the public, like the county court judges do, a jury would be infrequent; whilst the fact that juries might be called for would repress the eccentricities of individuals.

I trust the importance of this subject will excuse my again intruding it.

F. STROUD.

Cheltenham, April 25.

STAMP DUTY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The enclosed correspondence (which explains itself) will, doubtless, be interesting to many of your readers, as it raises a new question of stamp duty; and I shall be obliged if you can find a place for it in your columns.

RALPH SIMEY.

59, John-street, Sunderland, April 26.

[The following is the correspondence referred to:—

[COPIES.]

22nd April, 1882.

R——— and others to K———.

Dear Sir,—On attending with these deeds for denoting, the Solicitor of Stamps informed us that a further duty of 3s. 6d. was required in respect of the transfer of mortgage of £650 set out in the last paragraph of the deed.

As this is somewhat out of the regular course, we shall be glad of your reply before getting the stamp added.

24th April, 1882.

R——— and others to K———.

Dear Sirs,—With much respect to the Solicitor of Stamps I think he has misconceived the object and effect of the last clause in the deed.

The deed itself is an ordinary conveyance to uses to raise a rent-charge of property *already in mortgage*, the mortgagee joining for the grantee's satisfaction only, and not for the purpose of increasing or transferring his security. And the only effect of the deed *quâ* the mortgage is that the rent is substituted as to his security for the plot out of which it issues.

The clause is one usually inserted in such deeds (*see* Prideaux's Conveyancing, 9th ed., vol. 1, p. 366), and also in leases by mortgagor and mortgagee; and no one has, hitherto, conceived that duty is payable in respect of it. I trust that the Solicitor of Stamps will, after further considering the matter, allow the existing practice to continue,

25th April, 1882.

R——— and others to K———.

Dear Sir,—We received your favour of yesterday and have attended with same on the Solicitor of Stamps and urged the points you raised.

He, however, informs us that, "the declaration substituting the rent for the land as security is between vendor and mortgagee, and is considered '*distinct matter*' requiring separate duty in respect of it: see section 8 of the Stamp Act, 1870. It is charged under the head 'Mortgage (2)' in the schedule to that Act with 6d. per cent. '*substituted security*' duty on the £650. The clause is one frequently inserted in such deeds, and it is generally known that a deed containing this clause is considered chargeable with further duty in respect of it; 10s. is considered sufficient in cases where the amount secured by the mortgage exceeds £2,000."]

CASES OF THE WEEK.

COMPANY—WINDING-UP PETITION—AFFIDAVIT IN SUPPORT—COMPANIES ACT, 1862, s. 170—ORDER OF NOVEMBER, 1862, R. 4—ORD. 37, RR. 2, 3.—In a case of *In re The New Callao*, before the Court of Appeal, on the 20th inst., the question arose whether the provision of rule 4 of the Order of November, 1862, under the Companies Act, 1862, as to the effect of the affidavit by which a petition for the winding up of a company is to be supported, has been superseded by rule 3 of order 37 under the Judicature Act. The question was also raised whether rule 4 of the Order of November, 1862, was *ultrà vires*. The Order of November, 1862, purported to be made under the power conferred by section 170 of the Companies Act, 1862, which provides that "in England the Lord Chancellor of Great Britain, with the advice and consent of the Master of the Rolls, and any one of the Vice-Chancellors for the time being, or with the advice and consent of any two of the Vice-Chancellors, may, as often as circumstances require, make such rules concerning the mode of proceeding to be had for winding up a company in the Court of Chancery as may from time to time seem necessary, but, until such rules are made, the general practice of the Court of Chancery, including the practice hitherto in use in winding up companies, shall, so far as the same is applicable and not inconsistent with this Act, apply to all proceedings for winding up a company." And by rule 4 of the Order of November, 1862, "every petition for the winding up of any company by the court, or subject to the supervision of the court, shall be verified by an affidavit referring thereto, in the form or to the effect set forth in form No. 2 in the 3rd schedule hereto; such affidavit shall be made by the petitioner, or by one of the petitioners, if more than one, or, in case the petition is presented by the company, by some director, secretary, or other principal officer thereof; and shall be sworn after and filed within four days after the petition is presented, and such affidavit shall be sufficient *primâ facie* evidence of the statements in the petition." The form No. 2 in the 3rd schedule of "affidavit verifying petition" makes the deponent depose that "such of the statements in the petition as relate to my own acts and deeds are true, and such of the said statements as relate to the acts and deeds of any other person or persons I believe to be true." Rule 2 of order 37 provides that "upon any motion, petition, or summons, evidence may be given by affidavit; but the court or a judge may, on the application of either party, order the attendance for cross-examination of the person making any such affidavit." And by rule 3, "affidavits shall be confined to such facts as the witness is able of his own knowledge to prove, except on interlocutory motions, on which statements as to his belief, with the grounds thereof, may be admitted. The costs of every affidavit which shall unnecessarily set forth matters of hearsay or argumentative matter, or copies of or extracts from documents, shall be paid by the party filing the same." In the present case a winding-up petition had been presented, and in support of it an affidavit had been filed in accordance with the form No. 2 in the 3rd schedule. It was objected that this was not sufficient evidence, but Chitty, J. (*ante*, p. 361), overruled the objection, and his decision was affirmed by the Court of Appeal (JESSEL, M.R., and COTTON and LINDLEY, L.JJ.). JESSEL, M.R., said that if the point whether rule 4 of the Order of November, 1862, was *ultrà vires* had been taken earlier, it would have been deserving of serious consideration. But, as the rule was made so long ago as 1862, and had been acted on ever since, the order having been signed by the Lord Chancellor and four of the then judges of the Court of Chancery, and the course of practice had been settled during all that period, it would not be right now to discuss the question whether the rule was one which ought to have been made under section 170 of the Act. It must now be treated as a rule of practice binding on the Court of Appeal as well as on all the other courts. And, as to the effect of rule 3 of order 37, the Rules under the Judicature Act were prefaced with this note: "Where no other provision is made by the Act, or these rules, the present procedure and practice remain in force." It was clear that no other provision had been made by the Judicature Act or Rules as to the verification of a winding-up petition, and therefore it would seem that the first part of rule 4 must still remain in force. It was said, however, that rule 3 of order 37 was inconsistent with the last provision of rule 4, that the prescribed affidavit should be sufficient *primâ facie* evidence of the statements in the petition. The answer was that rule 3 was not another provision with reference to winding-up proceedings, but was a general provision, intended, not to introduce a new rule as to affidavit evidence, but to restate the previously existing law, and to give notice to practitioners of the consequences of disregarding it. The words "except on interlocutory motions" were, of course, not to be restricted to motions, but applied to all interlocutory applications, and the rule was not intended to repeal rule 4 of the Order under the Companies Act. Moreover, the rules under the Judicature Act came into operation more than six years ago, and this lapse of time was not immaterial, the old practice as to the verification of a winding-up petition

having been always during that time followed. COTTON, L.J., said that the validity of rule 4 would require a great deal of consideration if it were now being acted on for the first time. But he agreed with the Master of the Rolls that it was now too late to consider the point. The real question was whether rule 4 had been repealed by rule 3 of order 37, and he thought it had not. There was no provision in the rules under the Judicature Act as to the mode in which a winding-up petition was to be verified, and he thought that rule 3 of order 37 was not intended to alter the previous rules as to evidence, but only to caution practitioners as to the way in which affidavits ought to be framed. The rule was only stated in accordance with the then existing law. It would be wrong to say that rule 3 had repealed rule 4 under the Companies Act. LINDLEY, L.J., thought that rule 4 was still in force. It was intended as an act of mercy to companies and to save expense, because winding-up petitions are often unopposed. It was a special enactment, and it had not been repealed by the general enactment of rule 3 of order 37.—SOLICITORS, *Lewis Davis; Greenfield, Abbott, & Co.*

APPLICATION FOR LEAVE TO ISSUE ATTACHMENT—NOTICE—DEFENDANT WHO HAS NOT APPEARED—ORD. 19, R. 6—ORD. 53, R. 3.—In a case of *Young* v. *Young*, before Fry, J., on the 18th inst., a question arose as to the proper mode of giving to a defendant, who had not appeared to an action, notice of a motion for leave to issue a writ of attachment against him for his contempt in disobeying a previous order made in the action. On February 23 an order was made that the defendant should, on or before March 16, or subsequently within four days after service of the order on him, leave certain accounts in chambers. The order was served on the defendant personally on March 25, but he did not comply with it within the time limited. He had not entered any appearance to the action. On April 1 the plaintiff gave notice of motion for leave to issue an attachment against the defendant. The defendant had meanwhile stated to the plaintiff that he had moved to a new address, and the plaintiff attempted to serve a notice of the motion on the defendant at the new address which he had given, but the person who was employed to effect the service was unable to find the defendant there, and no service was effected. The defendant could not be found at his old address. The plaintiff then filed a copy of the notice with the proper officer of the court, and it was contended that this was a sufficient notice to the defendant. Rule 3 of order 53 provides that, "except where, by the practice existing at the time of the passing of the said Act, any order or rule has heretofore been made *ex parte* absolute in the first instance, and except where, by these rules, it is otherwise provided, and except where the motion is for a rule to show cause only, no motion shall be made without previous notice to the parties affected thereby." And rule 2 of order 44 provides that "no writ of attachment shall be issued without the leave of the court or a judge, to be applied for on notice to the party against whom the attachment is to be issued." And, by rule 6 of order 19, "every pleading or other document required to be delivered to a party, or between parties, shall be delivered in the manner now in use to the solicitor of every party who appears by a solicitor, or to the party, if he does not appear by a solicitor, but if no appearance has been entered for any party, then such pleading or document shall be delivered by being filed with the proper officer." FRY, J., said that he would not decide that rule 6 of order 19 did not apply to such a case, though he thought it doubtful whether it did. But he gave the plaintiff leave to serve the notice of motion by leaving a copy at each of the defendant's addresses, and also by filing a copy of the notice with the proper officer of the court.—SOLICITORS, *A. Abrahams & Co.*

ACTION TO RECOVER LAND—JOINDER OF OTHER CAUSE OF ACTION—LEAVE OF COURT—COUNTER-CLAIM—ORD. 17, R. 2—ORD. 19, R. 3—ORD. 22, R. 9.—In a case of *Compton* v. *Preston*, before Fry, J., on the 18th inst., the question arose whether in a counter-claim a claim to recover the possession of land can, without the leave of the court, be joined with another cause of action. Rule 3 of order 19, after giving to a defendant the right to "set up, by way of counter-claim, against the claims of the plaintiff any right or claim," which counter-claim is to have the same effect as a statement of claim in a cross-action, provides that "the court or a judge may, on the application of the plaintiff before trial, if, in the opinion of the court or judge, such counter-claim cannot be conveniently disposed of in the pending action, or ought not to be allowed, refuse permission to the defendant to avail himself thereof." And, by rule 9 of order 22, "Where a defendant by his statement of defence sets up a counter-claim, if the plaintiff or any other person named in manner aforesaid as party to such counter-claim, contends that the claim thereby raised ought not to be disposed of by way of counter-claim, but in an independent action, he may, at any time before reply, apply to the court or a judge for an order that such counter-claim may be excluded, and the court or a judge may, on the hearing of such application, make such order as shall be just." And rule 2 of order 17 provides that "no cause of action shall, unless by leave of the court or a judge, be joined with an action for the recovery of land, except claims in respect of mesne profits, or arrears of rent in respect of the premises claimed, or any part thereof, and damages for breach of any contract under which the same or any part thereof are held." The action was brought by a plaintiff, who claimed to be entitled to several mortgages upon a property of thirty-three acres belonging to the defendant Preston, against Preston, and other defendants who also claimed charges on the property, claiming a declaration that the plaintiff was entitled to priority over the other mortgagees defendants, an account, and foreclosure in default of payment. The Imperial Bank, one of the defendants, delivered a defence and counter-claim. By the counter-claim the bank alleged that they were mortgagees from Preston of an adjoining property of four acres, that the plaintiff had taken possession of the four acres without any title, and that he refused to deliver up possession to the bank. The bank also alleged that they had advanced money on the deposit of a lease, granted to Preston by the plaintiff of another adjoining property of fifty-one acres, on the faith of a recital in the lease that Preston had paid the plaintiff a premium of £1,500 for the lease, and that this recital was untrue. The bank claimed a declaration that they were entitled to possession of the four acres, with mesne profits, and damages in respect of the wrongful statement in the lease that a premium of £1,500 had been given for it. The plaintiff, before delivering a reply, applied for an order to strike out the counter-claim, on the ground that it would prejudice and delay the trial of the action, and that it was embarrassing. No leave had been obtained from the court to join the claim for damages with the claim to recover possession of the four acres, and, on the hearing of the application, it was urged that rule 2 of order 17 applied. On the part of the bank it was contended that that rule did not apply to a counter-claim. FRY, J., said that there was, no doubt, some little difficulty in harmonizing rule 3 of order 19 and rule 9 of order 22, the first of which gave the court power, on the application of the plaintiff *before trial*, to refuse permission to the defendant to avail himself of his counter-claim, while the second enabled the plaintiff, at any time *before reply*, to apply for an order excluding the counter-claim. The difficulty, however, did not arise in the present case, because the application was made before reply. The terms of rule 2 of order 17 were general, and it was difficult to see why a counter-claim for the recovery of land was not an action for the recovery of land. At any rate, that which would be embarrassing if joined with such a claim in a statement of claim was likely to be embarrassing if joined with it in a counter-claim. And it would be absurd to hold that a cause of action which could not be joined in a statement of claim with a claim to recover could be so joined in a counter-claim, for then the mere fact that a plaintiff had made a claim for some trivial amount of damages would release the defendant from the fetter imposed by rule 2 of order 17. The principles on which that rule was founded had been explained by Jessel, M.R, in *Gledhill* v. *Hunter* (L. R. 14 Ch. D. 492), and they applied equally whether the claim to recover land was urged by an original claim or by a counter-claim. His lordship was of opinion that the joining of the two causes of action was in its nature embarrassing, and he should, therefore, make an order excluding the counter-claim.—SOLICITORS, *R. S. Taylor, Son, & Humbert; Maples & Teesdale.*

TRUSTEE—PURCHASE FROM CESTUI QUE TRUST—VOIDABLE TRANSACTION—CONFIRMATION—INFANT—RIGHT TO ELECT—INQUIRY AS TO INTEREST.—In a case of *Hemery* v. *Worssam*, before Fry, J., on the 19th inst., a question arose as to the validity of a purchase by a trustee from his *cestui que trust*, and there was a further question as to the confirmation of a voidable transaction. On the death of a father intestate, leaving four sons and a daughter, administration of his estate was granted to the two eldest sons. A deed was afterwards executed by which the daughter and the fourth son, in consideration of £542 to be paid to each of them by the administrators and the third son, assigned to the administrators and the third son their respective shares in the father's estate, and released the administrators from all claims in respect of the estate. The payment of the two sums of £542 was secured by a mortgage of the father's estate to trustees on behalf of the daughter and the fourth son. And the eldest son, by the same deed, agreed to postpone a claim of his own for £1,500 against the father's estate to the two sums of £542. The sum of £542, as the value of the shares of the children, was professedly arrived at on the basis of a valuation of the father's estate, the effect of which was stated in a schedule to the deed. Afterwards the daughter married, and prior to her marriage a deed of settlement was executed. This deed contained a recital of the effect of the prior deed, and by it the daughter assigned the £542, and also the share of her father's estate to which she would have been entitled in case the first deed had not been executed, upon certain trusts for the benefit of the wife, the husband, and the children of the wife by any marriage. The action was brought by the husband and wife, and the infant children of the marriage, by their father as their next friend, against the brothers and the trustees of the two deeds, claiming to have the first deed declared void as against the plaintiffs, and to have an account taken of the father's estate. It was contended, on the authority of *Ex parte Lacey* (6 Ves. 625), and other similar cases, that a trustee could not purchase the interest of his *cestui que trust*, unless by a previous independent transaction the relation of trustee and *cestui que trust* had been put an end to. On the other side it was said that it was only necessary for the trustee to show that the transaction was a fair one, and that this had been done. It was also urged that, whatever the rights of the daughter originally were, she had in effect confirmed the transaction by her subsequent execution of the marriage settlement, she having thus put it out of her power to replace the other parties in their original position. In reply to this it was urged that the court could direct an inquiry whether it would be for the benefit of the infant plaintiffs to elect to have the transaction of sale set aside, and that, if it should appear to be for their advantage, the court would elect for them and set it aside accordingly. FRY, J., said that the rule to be deduced from *Ex parte Lacey* and similar cases was this, that, if a purchase by a trustee from his *cestui que trust* was impeached, the trustee was bound to show that in making the bargain, which was to put an end to the relation of trustee and *cestui que trust*, the parties were at arm's length, and that full disclosure had been made by the trustee. In the present case his lordship held that the sufficient disclosure had not been made by the administrators, and that consequently the transaction was originally voidable at the election of the daughter. But he held that the effect of the marriage settlement was to deprive her of this right, because it was now out of her power to give back the £542 to her brothers or to relinquish the postponement of the claim of £1,500. And he did not think that he ought to direct the inquiry which had been suggested. Those who claimed to set aside a transaction were bound to show that it was voidable, and also that they were in a position to elect to avoid it. The brothers were not interested in the inquiry, and were, in fact, strangers to it, and they ought not to be put to defend themselves until the parties who were attacking them had made up their minds whether they desired to do so. The question whether it would be for the benefit of the infants that the pur-

chase should be set aside ought to be determined in a previous independent proceeding. The suggested inquiry would be entirely contrary to the practice of the court and would be very inconvenient. The action was accordingly dismissed, but without prejudice to any action which might be brought by the trustees of the settlement, either alone or in conjunction with any other person, to impeach the transaction.—SOLICITORS, *H. Windybank; Robinson, Preston, & Stow; J. H. Child.*

TRADE-MARKS REGISTRATION ACT, 1875, s. 6—TRADE-MARKS RULES, RR. 17, 19—NEW MARK—LIMITED REGISTRATION.—In the case of *Re F. Braby & Co's Applications and Re The Shropshire Iron Company's Trade-marks*, before North, J., sitting for Chitty, J., on the 21st inst., an application was made under the Trade-Marks Registration Acts, by a firm of galvanized iron merchants, for the registration of a trade-mark in respect of galvanized iron sheeting, the principal features of which mark consisted of a figure of the sun and the words "Sun Brand." It appeared that the applicants had been in the habit, for several years past, of selling sheeting under the mark sought to be registered, but the registration was now opposed by the Shropshire Iron Company, who had long since been the registered proprietors of a similar mark in respect of galvanized wire, and the grounds of objection were, that the respondents were entitled to use the mark already registered for any goods of the class in which the galvanized wire had been registered, comprising, amongst such goods, galvanized iron sheeting, and also that the similarity of the design was a colourable imitation of the respondents' trade-mark. The respondents stated that they had only recently heard of the user alleged by the applicants. NORTH, J., held that a new mark might be registered for some of the goods in a class, even though a similar old mark may have been already registered for other goods in the same class, provided that the goods and the trades of the proprietors were sufficiently distinct for no confusion to take place. That no confusion in the present instance had taken place was shown by the fact that the respondents had been ignorant of the sale for several years by the applicants of articles under this particular mark. His lordship therefore ordered the mark to be admitted to registration.—SOLICITORS, *H. Kimber & Co.; Hare & Co.; Fowler & Parks.*

RE-INVESTMENT—PERMANENT IMPROVEMENTS AND REPAIRS — LANDS CLAUSES CONSOLIDATION ACT, s. 69.—In the case of *Re Aldred's Estate*, before North J., sitting for Chitty, J., on the 22nd inst., a petition was presented for re-investment of a sum of £160 paid into court under the provisions of the Lands Clauses Consolidation Act. The petitioners were the sole trustee of the will of J. Aldred, deceased, and a *cestui que trust* taking a life interest in two-thirds of the testator's estate. Part of the trust estate consisted of a lease of a house at Camberwell, of which ten years were unexpired. This house had been taken by the Metropolitan Board of Works under the Metropolitan Streets Improvement Act, 1877, with which is incorporated the Lands Clauses Consolidation Act, and the above sum of £160 was paid into court to the credit of the trust estate. The petitioners prayed that a part of the £160, amounting to £50, might be expended in repairing a copyhold messuage comprised in the testator's trust estate. NORTH, J., after doubting whether he had jurisdiction to make the order prayed for, referred to *In re Leigh's Estate* (L. R. 6 Ch. 887), and being of opinion that the present application came within that case, ultimately made the order.—SOLICITORS, *Edmund Chalk; Solicitors to the Metropolitan Board of Works.*

INJUNCTION—NOVELTY OF DESIGN—COPYRIGHT AMENDMENT ACT (6 & 7 VICT. C. 65), s. 2.—In the case of *Morris* v. *Reece*, before North, J., sitting for Chitty, J., on the 25th inst., a motion was made for an injunction restraining the defendant from making or selling any tubes or holders for cigarettes made in infringement or in colourable imitation of the plaintiffs' design for similar articles. It appeared that the plaintiffs claimed to have invented a holder for what are known as compressed cigarettes, and the novelty of the holder consisted in having the orifice shaped into an oblong form so as to fit the flattened shape of these particular cigarettes. This design had been registered under the Copyright Amendment Act (6 & 7 Vict. c. 65). The defendant had brought out a similar holder, but with the interior of the orifice fluted. The question raised was whether the plaintiffs' design was a novel and useful one capable of registration under the Act, or whether its simplicity was fatal. His lordship intimated that his opinion was adverse to the claim of the plaintiffs, but ordered the motion to stand until the hearing upon the defendant's undertaking to keep an account.—SOLICITORS, *MacArthur, Son, & Bookford; Joel Emanuel.*

Mr. Edward Swain, of 38, Old Jewry, solicitor, writes to say that he is not the same person as, or connected with, the Mr. Swaine, solicitor, referred to in the report of the case of *Warren* v. *Swaine*.

Kemp's Mercantile Gazette states that the number of bills of sale published in England and Wales for the week ending April 22 was 829. The number in the corresponding week of last year was 809, showing an increase of 20, being a nett increase in 1882, to date, of 26. The number published in Ireland for the same week was 47. The number in the corresponding week of last year was 8, showing an increase of 39, being a nett decrease in 1882, to date, of 116.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held on the 12th inst., at the Law Institution, Chancery-lane, London, Mr. P. Rickman in the chair, the other directors present being Messrs. Asker (Norwich), Hedger, Mellersh (Godalming), Pennington, Roscoe, Styan, and Veley (Chelmsford), Mr. Eiffe, secretary. A sum of £145 was distributed in grants of assistance; thirty-two new members admitted to the association; Mr. Samuel Harris, of Leicester, and Mr. Henry William Cobb, of Salisbury, elected directors; and other general business transacted.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION

EASTER EXAMINATION, 1882.

GENERAL EXAMINATION of STUDENTS of the Inns of Court, held at Lincoln's-inn Hall, on the 28th, 29th, 30th, and 31st of March, 1882.

The Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—Ernest Henry Ainslie, Alfred Back, George Stayplton Barnes, Lewis Beard, William James Bell, Charles Thomas Beresford-Hope, Robert Wallace Glen Lee Braddell, James Henry Tschudi Broadwood, Petrus Burgers, John Selwin Calverley, Richard Christian, Charles Henry Fehler Christie, Lewis Henry Hugh Clifford, John Courroux, Joseph Yelverton Dawbarn, Francis Dumesnil Dawson, Edwin Arthur Dillon, Frederick William Dillon, John Draper, John Duncuft, Henry Miles Finch, Arthur James Foord, Arthur Fanshawe Fox, John Frederick Gibson, George Crosby Gilmore, George Francis Gregory, Robert Darley Guinness, Gavin Francis Hamilton, Sidney Barrington Robson Hawkins, Frederic William Heather, Francis John Hext, Miller Hooper, Collingwood Hope, Robert Malcolm Napier Kerr, Henry George Lefroy, John William Lodge, Heman William Loehnis, Alfred Owen Lyon, George Jobson Marples, Robert Marshall Middleton, Thomas Moore, James Mason Mulgan, Charles Francis Miller Mundy, William Charles Niblett, Glencairn Stuart Ogilvie, George Marcus Parker, Leonard Marlborough Powell, Thomas George Wood Reavely, Charles Arthur Reeve, Shirley Harris Salt, William Philip Schreiner, Thomas Vincent Scully, John Sanders Slater, Frederick Ernest Slee, William Arnold Statham, Allan Gibson Steel, Martinus Theunis Steyn, James Henry Stock, Charles Giesler Thomas, John Mytton Thornycroft, Harold Ward Topham, Edmund Russborough Turton, Henry Pigot Ireland Warburton, Robert Stuart Ancher Warner, Frederick Samuel White-White, and Robert Blake Yardley, of the Inner Temple; Edmund Nicholas Alpe, Charles Halman Beard, William Evans Bottrill, Demosthenes Gregory Cuppa, Thomas Drever, John Dyer, William Codgbrooke Gillies, Randolph Orme Gilmore, Henry Nowell Harvey, John Henry Elstob Hunton, Robert Donald Douglas McLean, William Bernard Megone, William Mitchell, Stevenson Stewart Moore, Jonathan Oakeshott, Robert Emle Partridge, Henry Edwin Pears, Thomas Arthur Jones Stradlyn Morgan Phillips, Cyril Henry Prichard, Martin Luther Rouse, Sherwin Scudamore, Valentine John Hussey Walsh, Alfred Edmund Wigan, and Thomas Walter Williams, of the Middle Temple; Francis Robert Anderton, John Labouchere Beattie, John Duthie, William Bates Ferguson, Arthur Fraser, James William Greig, George Peterson Francis Keogh, Lees Knowles, Paul Ogden Lawrence, Basil George Nevinson, George Henry Norris, and Charles Henry Sargant, of Lincoln's-inn; and Arthur William A'Beckett, of Gray's-inn, Esqs.

The following students passed a satisfactory examination in Roman law:—Edmund Broughton Barnard, Henry Ferryman Bowles, Henry Fetherstone Chance, Thomas Elger Cundy, John Williams Cunliffe, Joseph Denham-Smith, Edward Thomas Holden Devas, Patrick Robertson Don, Percy Francis Du Croz, William Seymour Eastwood, Gervas Selwyn Eyre, John Evelyn Gladstone, Gavin Fullarton James, John Alexander Dixie Mackey, Edgar Robert Moline, William Robert Moore, George Ebenezer Morrison, Charles Kensit Norman, Frederick William Payne, Robert Henry Pritchard, John Ross, James Shapland Sargeaunt, John George Smith, Cecil Blair Sparrow, Arthur Dudley Stallard, Ernest Stanbury, Robert Temperley, Henry Lacroix Temple, Samuel Howard Whitbread, John Barker Wilkin, and John Edward Ivor Yale, of the Inner Temple; Butler Cole Aspinall, William George Atkinson, William Henry Bagot, Charles Sidney Brandon, Adrian Charles Chamier, Peter Alexander D'Rozario, Lowrence Edye, Arthur Edward Hill Hutton, Octave Camille Henri Laurent, Edgar Mevnell, Alfred Cyril Morasso, Edward Steward Reynolds, Thomas Berry Cusac Smith, and Henry Terrell, of the Middle Temple; Robert Bruce Burnside, Arthur Alexander Cuperus, Henry Weston Devenish, John Eccles, Frank Campbell Gates, Arthur Perceval Keep, Henry Fricker Lawes, Kennard Golborne Metcalfe, John Adam Milne, Francis Charles Montague, Christopher Hird Morgan, George Hayes Paice, Thomas Swift, Charles Willoughby Williams, and Herbert Reynold Williams, of Lincoln's-inn, Esqs.

LAW STUDENTS' DEBATING SOCIETY.

April 4.—The whole of the evening was occupied in discussing business of the society. The secretary, in his report for the second quarter of the session, mentioned that the society had held twelve meetings. Fifteen new members had been elected, and four members had resigned. The total number of members on the rolls was 272. The average attendance at the

meetings had been thirty. The average length of meetings, two hours and twenty minutes. Messrs. T. B. Napier and H. Mossop were elected members of the committee, in the place of Messrs. F. J. Green, resigned, and W. A. Bilney, appointed to the office of reporter. Thirty-five members were present.

April 18.—The society discussed the question, "Is the Government proposal for the closure of debate satisfactory?" Mr. Goody opened the debate in the affirmative, and was supported by Messrs. Hurst, Bartlett, J. Van Sommer, and Hick; while Messrs. C. E. Barry, Stevenson, Vanderpump, Hutton, and Pope, spoke in favour of the negative. Mr. Goody having replied, the question was, on a division, negatived by a majority of three votes.

UNITED LAW STUDENTS' SOCIETY.

At a meeting held at the Law Institution on March 27, Mr. F. O. Edlin in the chair, the following question was opened in the affirmative by Mr. Parsons:—"Can a cheque for a smaller amount be a full legal satisfaction for a debt of larger amount?" The opener was supported by Messrs. Colyer, Lomas, and Cook. The negative view of the question was taken by Mr. Trotter. The opener then replied, and the question was decided in the affirmative by a majority of four votes.

At the usual weekly meeting held at Clement's-inn Hall, on Wednesday, March 29, Mr. Kains-Jackson in the chair, Mr. H. Richardson moved:—"That divorce ought to be granted to women upon the same grounds as to men," and was supported by Messrs. Paton and Elliott. The motion was opposed by Messrs. Le Breton and Rundle Levey. An independent position was taken by Messrs. Dawbarn and Tillotson. The chairman then summed up, declaring his own intention of not voting on the motion, and inviting those members who were opposed to divorce altogether to take the same course. On the motion being put to the meeting it was declared carried by a majority of one. Two members did not vote.

At a meeting held at Clement's-inn Hall on Wednesday, April 12, Mr. C. Kains-Jackson in the chair, Mr. Beaumont Morice moved, "That the Vivisection Act, 39 & 40 Vict. c. 71, should be repealed." The opener was opposed by Messrs. Spence, Williams, Cooke, and Bartrum. Mr. Beaumont Morice having replied, the chairman summed up, and the motion, on being put to the meeting, was lost by three votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.

A meeting of the above society was held on Tuesday evening, April 25, in the Law Library, Bennett's-hill. Edward Bickley, Esq., occupied the chair. The subject for the evening's debate was:—"If in the written acceptance of an offer reference is made to a future formal contract, ought the acceptance to be upheld as a binding contract?" Many of the most important cases on the point were argued upon and criticised during the debate. The speakers on the affirmative were—Messrs. Streetly, Browett, E. C. Rogers, and Ryland; and in the negative, Messrs. Cochrane, Travis, and Lynex. The chairman summed up, and put the question to the meeting, when it was decided by the majority in favour of the affirmative. A hearty vote of thanks to the chairman concluded the proceedings.

MANCHESTER LAW STUDENTS' SOCIETY.

The twelfth meeting of the session of this society was held on Tuesday evening, April 18, at the Law Library, Cross-street, the chair being taken by E. Robinson Walker, Esq., solicitor. A lecture was delivered by C. H. M. Wharton, Esq., barrister-at-law, on "Stoppage *in Transitu*," who gave a history of the subject and the law relating thereto. The lecture was afterwards discussed by Messrs. Peacock and Casper, and the lecturer replied. Votes of thanks to the lecturer and chairman closed the proceedings. Members present, twenty-five.

GRAY'S INN MOOT SOCIETY.

At a meeting of this society, held at Gray's-inn Hall, on Monday, April 24, under the presidency of Mr. Serjeant Pulling, the following common law question was argued:—"A. orders and obtains *bona fide* from the shop of B., a jeweller, goods for approval and purchase or return; amongst others, a diamond necklace, which had six months before been stolen from C., who, on seeing the necklace at A.'s house, claims the same and takes possession of it and refuses to give it up. The thief had not been found and, therefore, had not been prosecuted. B., who had no guilty knowledge of the stealing, purchased the necklace from a diamond dealer in Paris. Can B. recover the necklace and damages from A. for its detention?" B.'s right to recover was upheld by Mr. T. d'Eyncourt, J. T. Banister, and Mr. Crooke, M.T. A.'s right to have verdict entered for him on C.'s title was supported by Mr. Beard, M.T., and Mr. Dyer, M.T. Mr. Serjeant Pulling having expressed his own and the benchers' present high opinion of the ability displayed by the speakers, reviewed the facts as admitted, and declared that C.'s title to goods had not been lost, and gave judgment for defendant. The debate closed by a cordial vote of thanks to Mr. Serjeant Pulling, on the motion of Mr. Wheelhouse, Q.C., seconded by Mr. Fooks, Q.C. The next moot will be held on Thursday, May 4, under the presidency of Mr. William Barber, Q.C.

The *St. James's Gazette* says it is rumoured that an additional judge will shortly be appointed to clear off arrears in the Chancery Division.

OBITUARY.

MR. JOHN ROBERT WRIGHT.

Mr. John Robert Wright, barrister, was killed at Clayton Hill, Sussex, on the 5th inst. The deceased was spending the Easter Vacation at a house which he rented in the neighbourhood, and was driving his wife and some of his family in an open carriage, when the horse was frightened by a passing vehicle, and ran away. Mr. Wright was thrown out, his skull was fractured, and he died almost immediately. He was the only surviving son of the late Mr. Frederick Wright, of Eridge-house, Fulham. He was born in 1843, and was called to the bar at the Inner Temple in Michaelmas Term, 1865. He was for a short time on the Norfolk Circuit, but he afterwards joined the Home Circuit, and for several years he had a considerable criminal business at the Surrey Sessions. Mr. Wright's death has caused a deep feeling of sorrow among all his professional friends, as he was a man of most lively and genial manners, and kindly and liberal disposition. He leaves a widow and four young children.

MR. WILLIAM BURR.

Mr. William Burr, solicitor (of the firm of Weatherhead & Burr), of Keighley and Bingley, died about three weeks ago. Mr. Burr was admitted a solicitor in 1843, and had practised for nearly forty years at Keighley, having been for some time in partnership with Mr. Samuel Weatherhead and Mr. George Burr, the firm having a branch office at Bingley. Mr. Burr had a very extensive private practice. He was a commissioner for taking affidavits in the Supreme Court of the colony of Victoria, and he was clerk (jointly with Mr. Weatherhead) to the county magistrates at Keighley. His firm were also law clerks to the Keighley Local Board. His death has caused general regret in the district. The Keighley Local Board have passed a resolution expressing the regret of the members at Mr. Burr's death, and their sense of the value of his services as legal adviser to the board.

MR. GEORGE SLADE BUTLER, F.S.A.

Mr. George Slade Butler, solicitor, of Rye, died on the 11th inst. Mr. Butler was the son of Mr. Richard Weldon Butler, surgeon, of Rye. He was admitted a solicitor in 1843, and had for many years practised at Rye. He had a very extensive private practice, and had held several public appointments. He was a perpetual commissioner for the counties of Kent and Sussex, and he was town clerk of Rye from 1875 till 1881, when failing health caused him to resign the appointment. He acted for several years as chairman of the Rye Harbour Commissioners, and he was at the time of his death clerk and solicitor to that body. He was also clerk of the peace for Rye, registrar of the Rye County Court (Circuit No. 50), and clerk to the Rye School Board. Mr. Butler had obtained some local fame as an antiquarian, and he was a member of the Sussex Archæological Society, and a fellow of the Society of Antiquaries. Although his health had long been failing, his death was rather sudden.

LEGAL APPOINTMENTS.

Mr. WILLIAM JOHN GILKS, solicitor (of the firm of Morgan & Gilks), of 7, Furnival's-inn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOSEPH LAZONBY, solicitor, of Wigton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EUGENE CARDER, solicitor, of Dover, has been elected Clerk to the Dover Board of Guardians, Assessment Committee, and Rural Sanitary Authority. Mr. Carder was admitted a solicitor in 1870.

Mr. RUSSELL LOUIS RICCARD, solicitor, of Southmolton, has been appointed Clerk to the Bishops Nympton School Board. Mr. Riccard was admitted a solicitor in 1867. He is town clerk and clerk of the peace for the borough of Southmolton, clerk to the Southmolton Board of Guardians, and superintendent registrar.

Sir CHARLES SARGENT, knight, senior puisne judge of the High Court of Judicature at Bombay, has been appointed Chief Justice of the Bombay Presidency, in succession to Sir Michael Robert Westropp, resigned. The new Chief Justice was born in 1821, and he was formerly fellow of Trinity College, Cambridge, where he graduated as fifth wrangler in 1843. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1848, and he was for several years a judge of the Supreme Court of the Ionian Islands. He received the honour of knighthood in 1860.

Mr. FREDERICK WHITTAKER, Attorney-General of New Zealand, has been appointed Prime Minister for that colony.

Mr. JOHN SCOTT, barrister, succeeds Sir Charles Sargent as a Judge of the High Court of Judicature at Bombay. Mr. Justice Scott was born in 1840. He was educated at Pembroke College, Oxford, where he graduated B.A. in 1863. He was called to the bar at the Inner Temple in Michaelmas Term, 1865, and he formerly practised for several years on the Northern Circuit. He has been vice-president of the International Court of Appeal in Egypt since 1879.

Mr. WALTER MASKELL, solicitor (of the firm of Spencer, Gibson, & Maskell), of 7, Great James-street, Bedford-row, London, has been elected Clerk to the

Governors and Directors of St. Andrews, Holborn above the Bars, and St. George the Martyr, Middlesex, in the place of Mr. S. W. Hopwood, resigned.

Mr. JOHN FREEMAN NORRIS, Q.C., has been appointed a Judge of the High Court of Judicature at Calcutta, in succession to Mr. Justice Pontifex. Mr. Justice Norris is the son of the Ven. John Pilkington Norris, Archdeacon and Canon of Bristol. He was called to the bar at the Inner Temple in Michaelmas Term, 1865, and he is a member of the Western Circuit. He formerly practised locally at Bristol, and he became a Queen's Counsel in January last. Mr. Norris was an unsuccessful candidate, in the Liberal interest, for Wilton in 1877, and for Portsmouth in 1880.

DISSOLUTION OF PARTNERSHIP.

OLIVER BRYANT and JERROLD JOSEPH, solicitors, 25, Philpot-lane, in the City of London (Bryant & Joseph). December 31, 1881.
[*Gazette*, April 25, 1882.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DIAMOND MINING CORPORATION OF LONDON AND SOUTH AFRICA, LIMITED.—Creditors are required, on or before May 15, to send their names and addresses and the particulars of their debts or claims, to John Henry Tilley, 37, Queen Victoria st. June 15 at 1 is appointed for hearing and adjudicating upon the debts and claims

KEIGHLEY HERALD NEWSPAPER COMPANY, LIMITED.—Petition for winding up, presented April 20, directed to be heard before Chitty, J, on April 29. Sharpe and Co, New ct, Carey st, agents for Weatherhead and Burr, Keighley, solicitors for the petitioner

GERMAN DATE COFFEE COMPANY, LIMITED.—Chitty, J., has by an order dated March 16 appointed Horace Woodburn Kirby, 4, Coleman st, to be official liquidator

GREAT SOUTHERN MYSORE GOLD MINING COMPANY, LIMITED.—Chitty, J., has fixed May 1 at 12 at his chambers for the appointment of an official liquidator

INDUSTRIAL BANK, LIMITED.—Creditors are required, on or before May 5, to send their names and addresses, and the particulars of their debts or claims, to James Cooper, Coleman st bldgs, Moorgate st. May 19 at 12 is appointed for hearing and adjudicating upon the debts and claims

NILGHERRY AND SOUTH INDIAN GOLD MINING SYNDICATE, LIMITED.—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to Edward Llewellyn Ernest, 4, Queen st pl. May 19 at 12 is appointed for hearing and adjudicating upon the debts and claims

WHITEHAVEN IRON MINES, LIMITED.—Bacon, V.C., has fixed May 1 at 12.30 at his chambers for the appointment of an official liquidator
[*Gazette*, April 21.]

ANGLO-VIRGINIAN FREEHOLD LAND COMPANY, LIMITED.—Petition for winding up, presented April 21, directed to be heard before Hall, V.C., on May 5. Parton, Rood lane, Fenchurch st, solicitor for the petitioner

LEGAL, MEDICAL, AND GENERAL STORES, LIMITED.—Petition for winding up, presented April 22, directed to be heard before Hall, V.C., on May 5. Wood, Theobald's rd, solicitor for the petitioners

QUARTZ HILL CONSOLIDATED GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented April 22, directed to be heard before Chitty, J., on May 6. Venning and Co, Gresham House, Old Broad st, solicitors for the petitioner

SEVERN VALLEY COLLIERY COMPANY, LIMITED.—Petition for winding up, presented April 24, directed to be heard before Hall, V.C., on May 5. Rogers and Chave, Queen Victoria st, agents for Williams and Co, Newport, solicitors for the petitioners

UNIVERSAL STEAM TRAM CAR CONSTRUCTION COMPANY, LIMITED.—Petition for winding up, presented April 22, directed to be heard before Chitty, J., on May 6. Bolton and Co, Temple gardens, solicitors for the petitioner
[*Gazette*, April 25.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

RHYL GARDENS, LAKE, AND LAND COMPANY, LIMITED.—By an order made by Bristowe, V.C., dated April 17, it was ordered that the company be wound up. March, Rochdale, solicitor for the petitioner
[*Gazette*, April 25.]

FRIENDLY SOCIETIES DISSOLVED.

ENOCH FRIENDLY SOCIETY, Mr Cave's Temperance Hotel, George and Dragon yard, Briggate, Leeds. April 17

FRIENDLY SISTERS' SOCIETY, Ysputty Ifar, Denbigh. April 17

SHEFFIELD INDEPENDENT ORDER OF FREE GARDENERS' SOCIETY, Brown Cow Inn, Bridge houses, Sheffield. April 17
[*Gazette*, April 21.]

KNIGHTS OF MALTA FRIENDLY SOCIETY, Prince of Orange, Shelf, York. April 21

VICTORIA LODGE OF THE FEMALE GRAND PROTESTANT CONFEDERATION, Boar's Head Inn, Newchurch, Lancaster. April 20
[*Gazette*, April 25.]

At the Stock and Share Auction Company's sale held on Friday last, the 21st inst., the following were amongst the prices obtained:—Marbella Iron Ore £10 shares, 6$\frac{1}{16}$; Globe Steamship shares, £60; Civil Service and General Store £1 shares, fully paid, 17s. 6d.; Dieu Donne Gold £1 shares, 1s. 9d.; Lion Life Insurance £10 shares, £2 paid, 20s.; Norway Copper Mines £1 shares, 12s. 6d. paid, par; La Plata Mining and Smelting 10dol. shares, 2$\frac{1}{2}$; and other miscellaneous securities fetched fair prices. At their sale held on Tuesday, the following were amongst the prices obtained:—Nundydroog Gold Mining £1 shares, 4s. 6d.; La Plata Mining and Smelting 10dol. shares, £2 2s. 6d.; Gold Mining Trust £1 shares, 17s. 6d.; Assam Railways and Trading £10 Preference shares, £5 paid, 2$\frac{1}{16}$; West Prussian Mining £10 shares, $\frac{1}{4}$ premium; Nine Reefs Gold Mining £1 shares, 5s. 6d.; Indian Trevelyan Gold Mining £1 shares, 10s.; Hoover Hill Gold Mining £1 shares, 7s. 6d.; and other miscellaneous securities fetched fair prices.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

TURNER, THOMAS VINCENT, Cottingham, York. May 8. Boynton v Tidy, Bacon, V.C. Abbott, New inn, Strand
[*Gazette*, April 14.]

BASKIN, ROBERT CAMPBELL, Kirkby Stephen, Westmorland. May 23. Baskin v Baskin, Hall, V.C. Preston, Kirkby Stephen

CAMERON, GEORGE POULETT, Cheltenham, Retired Lieut.-Col. May 15. Rowcliffe v Cameron, Hall, V.C. Rawle, Bedford row

COCKCROFT, JOHN, Leeds, Greengrocer. May 15. Broadbent v Groves, Hall, V.C. Hopps, Leeds
[*Gazette*, April 18.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

AINSWORTH, WILLIAM HARRISON, Reigate, Surrey, Esq. June 1. Hinde and Co, Manchester

BARTON, THOMAS, Deptford, Builder. April 20. Sandom and Co, Gracechurch st

BEEDLE, JOSEPH, Leeds, Chemist. June 20. Malcolm, Leeds

BENSON, HANNAH MARIA, High st, Southwark. May 1. Diggles, Hibernia chmbrs

BITHRAY, THOMAS, Westbury rd, Harrow rd. May 10. Baker and Co, Lincoln's inn fields

BRANCKER, JAMES ASPINALL, Liverpool, Gent. May 5. Field and Weightman, Liverpool

BULKELEY, THOMAS JAMES WILLIAMS, Beaumaris, Anglesey, Lieutenant-Colonel 10th Hussars. May 18. Bloxams and Ellison, Lincoln's inn fields

CHORLTON, SARAH, Heaton Norris, Lancaster. May 9. Partington and Allen, Manchester

CROOKES, WILLIAM HENRY, Sunderland, Shipowner. May 19. Ritson, Sunderland

EDMINSON, GEORGE, Newcastle upon Tyne, Retired Merchant. June 1. Brewis and Co, Newcastle upon Tyne

ESTALL, MARY, Leadenhall st. April 22. Harris, Tichborne st, Edgware rd

HENRY, JAMES, Stanhope gdns, South Kensington, Esq. May 20. Burt, Leadenhall st

HOUGHTON, THOMAS, Southport, Gent. May 30. Winder, Preston.

JOHNSON, HERBERT CLAYTON, Chesterfield, Derby, Horse Dealer. May 25. Bunting, Chesterfield

LANE, JOHN, Leicester, Bookseller. May 9. Wright, Leicester

NUTTER, ROBERT, Burnley, Contractor. May 10. Artindale and Artindale, Burnley

OWSTON, ROBERT HENRY, Lincoln, Gent. May 16. Toynbee and Co, Lincoln

PEARSON, WILLIAM, Haughton le Skerne, Durham, Miller. May 8. Hutchinson and Lucas, Darlington.

ROLFE, JAMES, Lydd, Kent, Grazier. May 1. Stringer, New Romney

SEARLE, ELIZA ANN, Church st, Camberwell. May 19. Baker and Nairne, Crosby sq

SHAW, JOSEPH, Kingston upon Hull, Gent. May 15. Thompson and Co, Hull

SKINNER, JOHN EDGCUMBE, Hollydale rd, Peckham, Retired Paymaster, R.N. May 8. Straker, Green lanes, Finsbury park

SMITH, ANNE, Worsley, Lancaster. May 1. Weston and Co, Manchester

STOREY, JAMES, Sheffield, Tailor. May 1. Spyer and Son, Old Broad st

SYMONS, CHRISTOPHER JELLINGER, Barrington rd, Brixton, Lieut.-Col. Aug 1. Travers and Co, Throgmorton st

TARTT, WILLIAM MACDOWAL, Cheltenham, Esq. June 3. Griffiths, Cheltenham

UNDERHILL, HENRY, Wolverhampton, Solicitor. June 1. Underhill and Lawrence, Wolverhampton

WHITFIELD, MARY, Ashford, Kent. May 1. Stringer, New Romney
[*Gazette*, April 7.]

BILLINGHAM, WILLIAM, York st, Baker st. May 10. Clarkson and Co, Doctors' commons

DEARDEN, JOSEPH, Bury, Lancaster, Grocer. May 6. Grundy, Bury

LIGHTBOUND, JOHN WARING, Liverpool, Baker. May 13. Bellringer and Cunliffe, Liverpool

LINDSEY, HENRY, Burton st, Burton crescent, Gent. May 10. Dale, Furnival's inn

LONGBOTHAM, JONATHAN, Darlington, Durham, Gent. May 13. Dunn and Watson, Darlington

PARKIN, LUCY, Louth, Lincoln. May 23. Allisons and Allison, Louth

TAYLOR, SAMUEL, Prescot, Lancaster, Esq. May 15. Taylor and Co, Manchester
[*Gazette*, April 11.]

BAKER, JULIA ANN, Birmingham. Aug 31. Coleman and Co, Birmingham

BLACKIE, ALEXANDER, Nelson st, Camberwell, Coal Merchant. May 31. Williamson and Co, Sherborne lane, King William st

BROWN, WILLIAM JAMES, Neal st, Long Acre, Oil and Colourman. May 13. Meynell, Castle st, Holborn

CLERKE, Sir WILLIAM HENRY, Mertyn, Flint, Bart. May 24. Tathams and Procter, Lincoln's inn fields

ELEY, WILLIAM THOMAS, Adelaide rd, South Hampstead, Esq. May 24. White, Bedford row

ESTRIDGE, ARETAS WILLIAM, Trowbridge, Wilts, Civil Engineer. June 10. Jones, Trowbridge

FINCH, Hon DANIEL GREVILLE, Bury st, St James's. May 31. Bennett and Co, New sq, Lincoln's inn

GETLIFFE, CHARLES, Piccadilly, Steward to the Baroness Rothschild. May 14. Wilkins, Cannon st

GLYN, EMMA ALICE, Sutton Montis, Somerset. June 1. Grant, Kennington cross

HILLS, JAMES, Brixton, Isle of Wight, Retired Farmer. May 31. Eldridge, Newport

HOLMES, RICHARD, Sutton Coldfield, Warwick, out of business. June 15. Coleman and Co, Birmingham

HOPKINS, MARTHA, Henley in Arden. June 5. Coleman and Co, Birmingham

HOPKINS, WILLIAM FREEMAN, Henley in Arden, Warwick, Chemist. June 5. Coleman and Co, Birmingham

JOHNSON, CHARLES WALTER, Walthamstow, Essex. May 11. Russell, Coleman st

LEVY, LEWIS (otherwise LOUIS), Martlett's ct, Bow st, Carman and Fruit Salesman. May 18. Button and Co, Henrietta st, Covent Garden

LISTER, JOHN, Birstal, York, Retired Worsted Spinner. June 30. Thompson, Bradford

PALMER, JOSEPH BREVITT, Handsworth, Stafford, Gent. June 1. Wright and Marshall, Birmingham

PARKIN, WILLIAM, Louth, Lincoln, Gent. May 23. Allisons and Allison, Louth

ROLLAND, STEWART ERSKINE, Hythe, Southampton, Esq. May 17. Paterson and Co, Lincoln's inn fields

THORNE, JOSEPH GEORGE, Brownswood rd, South Hornsey, Gent. June 1. Whites and Co, Budge row, Cannon st

WILSON, GEORGE, Oldham, Lancaster, Millwright. May 29. Simpson and Hockin, Oldham

WOLFE, THOMAS BIRCH, Arkesden, Essex, Esq. May 9. Fladgate and Co, Craven st, Strand

WYATT, EMMA MONTAGU, Tue Brook, nr Liverpool. May 1. Hill, Monmouth
[*Gazette*, Apr 14.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

April 20.—*Bill Read a Second Time.*

PRIVATE BILL.—London, Brighton, and South Coast Railway (Capital).

Bill in Committee.

Duke of Albany (Establishment).

April 21.—*Royal Assent.*

The Royal Assent was given by Commission to the Duke of Albany (Establishment) Act, and the London and St. Katharine Docks Act.

Bill Read a Third Time.

Duke of Albany (Establishment).

New Bill.

Bill to amend the Law respecting the Recovery of Stolen Articles (the LORD CHANCELLOR).

Army Bill.

April 24.—*Bills Read a Second Time.*

PRIVATE BILLS.—Golden Valley Railway.

Army (Annual).

Bill Read a Third Time.

PRIVATE BILL.—Carnarvon (Morfa Seiont Common).

Bill Read a Second Time.

Stolen Goods.

Bills in Committee.

Metropolitan Commons Supplemental.

Army (Annual).

Bill Read a Third Time.

PRIVATE BILL.—London, Brighton, and South Coast Railway (Capital).

HOUSE OF COMMONS.

April 20.—*Bills Read a Third Time.*

PRIVATE BILLS.—Great Western Railway (No. 2); Merionethshire Railway; North-Eastern Railway (Additional Powers); Taff Vale Railway.

April 17.—*Bills Read a Second Time.*

PRIVATE BILL.—Walton Vicarage.

Artillery Ranges.

Bills Read a Third Time.

PRIVATE BILLS.—Horncastle Water; London, Brighton, and South Coast (Various Powers); Northampton Corporation.

April 24.—*Bills Read a Second Time.*

PRIVATE BILLS.—Anglo-American Brush Electric Light Corporation; British Electric Light Company; Central Metropolitan Railway; Coventry and District Tramways.

Parliamentary Elections (Corrupt Practices); Bankruptcy Law Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Metropolitan Board of Works (Various Powers); Millwall Dock; Windsor and Ascot Railway.

April 25.—*Bill Read a Second Time.*

PRIVATE BILL.—Maidstone Water.

Bills Read a Third Time.

PRIVATE BILLS.—Driffield and District Water; West Lancashire Railway.

April 26.—*Bills Read a Second Time.*

Bankruptcy (Mr. DIXON-HARTLAND); Metropolis Management and Building Acts Amendment; Interments (felo-de-se); Militia Storehouses.

Bill Read a Third Time.

PRIVATE BILL.—Peckham, Lewes, and Catford Bridge-road.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		COURT OF APPEAL.	V. C. BACON.	V. C. HALL.
Monday, May	1	Mr. Teesdale	Mr. Cobby	Mr. King
Tuesday	2	Ward	Koe	Farrer
Wednesday	3	Teesdale	Cobby	King
Thursday	4	Ward	Koe	Farrer
Friday	5	Teesdale	Cobby	King
Saturday	6	Ward	Koe	Farrer
		Mr. Justice FRY.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, May	1	Mr. Merivale	Mr. Jackson	Mr. Pemberton
Tuesday	2	Latham	Carrington	Clowes
Wednesday	3	Merivale	Jackson	Pemberton
Thursday	4	Latham	Carrington	Clowes
Friday	5	Merivale	Jackson	Pemberton
Saturday	6	Latham	Carrington	Clowes

SALES OF ENSUING WEEK.

May 1.—Messrs. FLETCHER & Co., at 171, Strand, Rare Etchings, Engravings, &c. (see advertisement, this week, p. 4).

May 2.—Messrs. PRICKETT, VENABLES, & Co., at the Mart, at 2 p.m., Freehold Ground Rents (see advertisement, April 15, p. 4).

May 3.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, Freehold and Leasehold Properties, and Reversions (see advertisement, this week, p. 4, and April 15, p. 4).

May 3.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Property (see advertisement, April 22, p. 3).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HANCOCK.—April 14, at 36, Blandford-square, N.W., Ottilie, the wife of Charles Hancock, barrister-at-law, of a daughter.

HEATHFIELD.—April 24, at The Poplars, St. George's-square, Regent's-park, the wife of W. H. Heathfield, solicitor, of a son.

WOODHOUSE.—April 19, at 16, Brunswick-terrace, Hull, the wife of J. T. Woodhouse, solicitor, of a daughter.

MARRIAGES.

BAKER—HUGHES.—April 19, at Rhodes, Lancashire, Henry Baker, of Bishop's Stortford, Herts, solicitor, to Elizabeth Louisa, daughter of the late Rev. Freik. G. Hughes, Vicar of Holy Trinity, Bishop's Stortford.

HILL—BARNARD.—April 13, at St. George's, Hanover-square, Lionel Furneaux Hill, M.A., barrister-at-law, Temple, to Helen, daughter of John Barnard, The Hollies, Epsom.

LAYARD—JULIUS.—April 15, at St. Paul's Church, Kandy, Ceylon, Charles Peter Layard, M.A., Cantab, barrister-at-law, of Colombo, to Ada Alexandrina, daughter of the late Alfred Alexander Julius, of Stanley Lodge, Mortlake.

ROBERTSON—DICKINSON.—April 10, at the British Consulate, Genoa, and the day after at St. John's Church, Alassio, John Robertson, barrister-at-law, to Caroline Clarissa, daughter of Edward Dickinson, M.R.C.S., of Alassio, and late of Rugby.

WATKINS—RICKARDS.—April 18, at Dartmouth, Francis William Watkins, of the Middle Temple, barrister-at-law, to Ada McCausland, daughter of the late Richard Rickards, of Llantrissant, Glamorganshire.

DEATHS.

DAVIS.—April 13, at Sydney, N.S.W., Gateward Coleridge Davis, barrister, of the Inner Temple, aged 48.

WOODFORDE.—April 23, at Ansford-villa, Clevedon, Henry Woodforde, aged 74.

LONDON GAZETTES.

Bankrupts.

FRIDAY, April 21, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bagot, Fitzroy, Cheniston gardens, Kensington. Pet Apr 17. Brougham. May 5 at 11

Maunder, William John, Little Moorfields, Licensed Victualler. Pet Apr 18. Murray. May 3at 12.30

Rumney, Walter, Balham, Mercer. Pet Apr 19. Brougham. May 3 at 1

To Surrender in the Country.

Hutchings, Arthur, Hele, nr Bude, Cornwall, Yeoman. Pet Apr 18. Bencraft. East Stonehouse, May 9 at 12

Murray, Alexander Brown, and James Murray, South Stockton, York, Farmers. Pet Apr 19. Crosby. Stockton-on-Tees, May 5 at 11

Nind, Benjamin, Crumpsall, nr Manchester, Builder. Pet Apr 17. Lister. Manchester, May 8 at 12

Tinn, John William, Jarrow, Durham, Foreman Boiler Maker. Pet Apr 18. Daggett. Newcastle, May 6 at 11

TUESDAY, April 25, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Entecott, Henry, Latimer rd, Notting Hill, Provision Merchant. Pet April 21. Pepys. May 9 at 11.30

Gabbott, Edward Ridyard, Gresham House, Old Broad st, Stock and Share Jobber. Pet April 20. Brougham. May 9 at 11

Leith, James, Lower Adam st, Adelphi, Brewers' Agent. Pet April 22. Hazlitt. May 10 at 11

McConnal, George, Abchurch lane, Solicitor. Pet April 20. Hazlitt. May 10 at 11

Willock, Henry Davis, King st, St James', Lieutenant 11th Hussars. Pet April 21. Pepys. May 10 at 11.30

To Surrender in the Country.

Baker, Frank, Cardiff, Accountant. Pet April 20. Langley. Cardiff, May 6 at 11

Garrett, Wyndham, Bradford Abbas, Dorset, Innkeeper. Pet April 22. Batten. Yeovil, May 6 at 11

Hughes, Thomas, Shrewsbury, Innkeeper. Pet April 21. Peele. Shrewsbury, May 9 at 11

Simpkin, William, Crowe, Chester, Architect. Pet April 20. Speakman. Crewe, May 9 at 10.30

Willock, Henry Davis, Ashford, Kent, Captain 11th Hussars. Pet April 21. Furley. Canterbury, May 12 at 2

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 21, 1882.

Adams, Annie Maria Caroline, Plaistow, Essex, out of business. Apr 28 at 4 at offices of Staniland, Queen st, Cheapside

Adcock, Robert, sen, Syston, Leicester, Builder. May 8 at 3 at offices of Hincks, Bowling Green st, Leicester

Archer, Smith, Dewsbury, York, Beerhouse Keeper. May 4 at 3 at offices of Shaw, Bond st, Dewsbury

Ashton, William Henry, Forest rd, Dalston, Builder. Apr 29 at 11 at offices of Langdale and Turner, Bedford row

Ashwell, Thomas Payne, Huntingdon, Machinist. May 5 at 11 at George Hotel, Huntingdon. Jessopp, Bedford

Averillo, John Charles, Queen Victoria st, Tea Merchant. May 4 at 3 at High Holborn. Seeley

Barritt, John Linton, and William Stork Barritt, Kingston upon Hull, Bricklayers. May 5 at 11 at offices of Martinson, Exchange bldgs, Bowlalley lne, Kingston upon-Hull

Bell, Thomas, Greenwich, Baker. Apr 29 at 12 at offices of Haydon and Stoley, Bishopsgate st Within

Bell, Thomas Finch, Leeds, Watchmaker. May 4 at 2 at offices of Pullan, Albion st, Leeds

Bennett, Edward, Southampton, no occupation. May 2 at 3 at office of Kilby, Portland st, Southampton
Betts, William, Norwich, Marine Store Dealer. May 4 at 12 at office of Tillett, Opie st Norwich
Blackshaw, Frederick, Barnsley, York, Boot and Shoe Merchant. May 9 at 10 at Queen's Hotel, Barnsley. Gray, Barnsley
Blanshard, John Fearby, Easingwold, York, Auctioneer. May 6 at 11.30 at office of Waddington, York
Bradbury, Charles Henry, Croydon, Surrey, Baker. May 4 at 3 at office of Pullan, North End, Croydon
Brookes, Isabella, West Bromwich, Stafford, Beerseller. Mar 5 at 11 at office of Travis, Church lne, Tipton
Brown, Alfred, East Lydford, Somerset, Innkeeper. May 3 at 3 at Mermaid Hotel, Yeovil. Davies, Sherborne
Brown, Trueman, Leathley, near Otley, York, Farmer. May 2 at 12 at office of Bateson and Hutchinson, Harrogate
Bull, Frederick William, East India rd, Hosier. May 4 at 3 at office of Wells, Paternoster row
Bundock, Edward, Green st, Bethnal Green, Oil and Colourman. May 10 at 3 at office of Vant, Leadenhall st
Cadby, George, Tipton, Stafford, Baker. May 4 at 2 at office of Travis, Church lane, Tipton
Cameron, Hugh, jun. Bristol, Engineer. May 1 at 2 at office of Sibley and Dickinson, Exchange West
Carlin, William, St. Albans, Hertford, Builder. May 4 at 3 at Masons' Tavern, Masons' Avenue, Coleman st. Wells, St. Albans
Chapman, William Henry, West Croydon, Surrey, Plumber. May 9 at 3 at office of Streeter, High st, Croydon
Child, John, Arundel st, Strand, Licensed Victualler. May 2 at 2 at office of Ford, Cheapside. Bennett, Gresham bldgs, Basinghall st
Chisnall, Robert, Ipswich, Suffolk, Baker. May 2 at 11 at office of Jennings, Princess st, Ipswich
Clayton, Richard, Leominster, Hereford, Innkeeper. May 4 at 4 at office of Corner, High Town, Hereford
Cobden, Halstead Sayer, Bruton, Somerset, no business. May 3 at 12 at office of Hiley, Nicholas st, Bristol. Wade, Burnham
Colbourn, William, Withernsea, York, Hotel Proprietor. May 8 at 2 at office of Nettleton, Chancery blds, Manor st, Hull
Cooper, William, and Joseph Eldridge, Cheltenham, Gloucester, House Furnisher. May 8 at 2 at Painters Hall, Little Trinity lane. Pritchard and Co
Crane, William, Gisleham, Suffolk, Farmer. May 4 at 12.30 at office of Dowsett, Hall Quay chmbrs, Gt Yarmouth
Cranfield, George Henry, Minster, Sheppey, Kent, Veterinary Surgeon. May 8 at 3 at office of Stallon, High st, Mile Town, Sheerness
Cunningham, Edward, Leytonstone, Builder. May 3 at 12 at offices of Dewy, Mark lane
Davis, William, Bristol, Licensed Victualler. May 2 at 12 at office of Benson and Carpenter, Bank chmbrs, Corn st, Bristol
Dodd, Joseph, Llanelly, Brecknock, Farmer. Apr 29 at 1 affices of Tydfil, Glebeland st, Merthyr Tydfil
Edmonds, John Crudge, Sutton, Surrey, China Dealer. May 10 at 2 at Cannon st Hotel, Cannon st. Pettiver, College st, College Hill
Edwards, John, Northwich, Chester, Ironmonger. May 10 at 12 at Royal Hotel, Crewe. Ashton and Jollie, Runcorn
Elgie, William Ralph, Harrogate, York, Grocer. May 4 at 12 at office of Hirst and Capey, Jamos st, Harrogate
Ellis, James, Wombwell, York, Butcher. May 10 at 3 at office of Rideal, Chronicle chmbrs, Barnsley
Evans, Mary, Eckington, Derby, Grocer. May 5 at 3 at office of Gee, High st, Chesterfield
Fairweather, Henry, Westbourne Park mews, Westbourne Park, Jobmaster. May 1 at 3 at office of Cooper and Bake, Portman st, Portman sq
Foster, William, Lincoln, Coach Builder. May 4 at 11 at office of Page, Flaxengate, Lincoln
Franks, Joseph, Manchester, Optican. May 4 at 3 at offices of Hankinson, Manchester
Froomberg, Samuel, Bow rd, Mile End, General Agent. May 5 at 2 at office of Lockyer, Gresham bldgs, Basinghall st
Fryer, William, Birmingham, Painter. May 3 at 3 at office of Wright and Marshall, New st, Birmingham
Giles, Alexander, Malpas rd, New Cross, Salesman. May 1 at 1 at Long lane, Aldersgate st. Sydney, Guildhall chmbrs
Gittoes, Thomas, West Bromwich, out of business. May 4 at 12 at office of Topham, High st West Bromwich
Gould, William, Grindon, nr Leek, Stafford, Farmer. May 3 at 11 at Angel Hotel Hanley. Redfern, Leek
Grant, Alfred Charles, Watford, no occupation. May 9 at 4 at Masonic Hall, High st, Watford. Sedgwick and Turner, Watford
Grant, Mary Ann, Watford, no occupation. May 9 at 4.15 at Masonic Hall, High st, Watford. Sedgwick and Turner, Watford
Gronow, John, Loughor, Glamorgan, Carpenter. May 6 at 1 at office of Thomas, Fisher st, Swansea
Hall, George, Mare st, Hackney, Fishmonger. May 4 at 2 at office of Sydney, Leadenhall st
Harding, Samuel Henry, Woodville, nr Burton-upon-Trent, Grocer. May 2 at 2 at Midland Hotel. Burton-upon-Trent. East, Birmingham
Harvey, Benjamin Ross, Swansea, Corn Dealer. May 5 at 2 at office of Tribe and Co, Temple st, Swansea. Jones, Cardiff
Hayler, William, Rochester, Draper. May 8 at 3 at Bull Hotel, Rochester. M'Lellan, Rochester
Holmes, James, Walworth rd, House Agent. May 9 at 3 at office of Cannon, Wool Exchange, Coleman st
Hoyle, Edward, Birkenhead, Clothier. May 10 at 3 at office of Thompson, Hamilton st, Birkenhead
Howie, Joseph, Birkenhead, Tailor. May 4 at 2 at office of Bleakley and Downham, Hamilton sq, Birkenhead
Hughes, John, Llanrug, Carnarvon, Farmer. May 5 at 3 at office of Roberts, Church st, Carnarvon
Jones, William, Cardiff, Builder. Apr 28 at 3 at office of Lewis, Glebeland st, Merthyr Tydfil
Jones, William Henry, Teesdale st, Hackney rd, Cabinet Maker. Apr 29 at 12 at office of Martin, London Wall
Jones, William John, Bankside, Southwark, Iron Merchant. May 11 at 3 at office of Waddell, Queen Victoria st
Keates, Worthy, Westbury, Wilts, Licensed Victualler. May 4 at 12 at office of Rodway, Fore st, Trowbridge
Knott, Robert, Leytonstone, Ironmonger. May 8 at 3 at office of Lovering and Co, Gresham st. Nicholls and Grant, Gresham st
Kossick, Samuel, South Shields, Durham, Clothier. May 4 at 4 at office of Scott, King st, South Shields
Lench, Frank, Harrow rd, Paddington, Cabinet Maker. May 1 at 3 at office of Boydell, Warwick ct, Gray's inn
Lee, Henry, Birmingham, Corn Factor. May 2 at 2.30 at office of Dale and Vachell, Bennett's hill, Birmingham
Leech, William, Wigan, Lancaster, Beerseller. May 4 at 11 at office of Wilson, King st, Wigan
Littlehales, Tom, Pontypool, Grocer. May 9 at 1 at office of Tribe and Co, High st, Newport, Watkins, Pontypool
Longworth, Archibald, Cresham, Lancaster, Plumber. May 5 at 3 at offices of Boardman, Booth st, Manchester
Morgan, James, Osborne ter, Finsbury pk, Jobmaster. May 4 at 2 at Guildhall Tavern, Gresham st. Lockyer, Gresham bldgs, Basinghall st
Newell, George, Mitcham, Corn Dealer. May 10 at 3 at offices of Cannon, Wool Exchange, Coleman st
Newham, William Sanday, Nottingham, Baker. May 3 at 3 at offices of Norman, Middle pavement, Nottingham
Orme, Charles, Birmingham, out of business. May 5 at 3 at offices of Tyler, Colmore row, Birmingham
Paley, John, Barrow-in-Furness, Furniture Dealer. May 8 at 10 at Trevelyan Temperance Hotel, Dalkieth st, Barrow-in-Furness. Sims, Barrow-in-Furness
Palmer, William, Norwich, Tobacconist. Apr 28 at 11 at Duke's Palace Inn, Duke st, Norwich
Patchitt, Henry, Leeds, Ironmonger. May 5 at 1.30 at offices of Patchitt, Derby st, Nottingham. Hopps and Bedford, Leeds
Pearson, William, Kensington pl, Page st, Wheelwright. May 4 at 3 at offices of Barnard, Westminster bridge rd
Phillips, Edward, Newcastle-upon-Tyne, Commission Agent. May 8 at 12 at offices of Sayce and Baker, Lion st, Abergavenny
Pocock, Thomas Windebank, Reading, Butcher. May 3 at 11 at 31, Battle st, Reading. Parnell, Fenchurch st
Reuter, Charles, Silk st, Cripplegate, Engineer. May 11 at 3 at offices of Smith and and Eldridge, Gt James st, Bedford row
Ricketts, Edward, Plumstead, Builder. May 12 at 2 at Law Institution, Chancery lane, Thomson and Ward, Bedford row
Robbins, Henry, Westbourne grove, Bayswater, Bookseller. May 9 at 3 at offices of Brown, Lower James st, Golden sq. Norman, Gt Marlborough st, Regent st
Rogers, James Crescent, Stratfieldsaye, Southampton, Farmer. May 4 at 11 at Red Lion Hotel, Basingstoke. Cave, Bracknell
Salomos, Mark, Commercial rd, Peckham, Commission Agent. May 1 at 10 at New Exchange bldgs, George yd, Lombard st. Rawlins, Queen Victoria st
Sarson, James, Tranmere, Chester, Greengrocer. May 8 at 3 at offices of Thompson, Hamilton st, Birkenhead
Saunders, William John, Swansea, Weigher and Sampler. May 4 at 3 at offices of Evans and Davies, Wind st, Swansea
Scott, George, and George Scott, jun, Spennymoor, Bakers. May 3 at 3.30 at offices of Proud, Market pl, Bishop Auckland
Scantlebury, Alfred, Exeter, Tailor. May 6 at 12.30 at Swan Hotel, Bridge st, Bristol. Hartnoll, Exeter
Sivel, Dominick, Workington, Cumberland, Watchmaker. May 6 at 11 at offices of Paisley, Bridge st, Workington
Smith, Edwin, Sheffield, Warehouseman. May 5 at 12 at offices of Mercer and Alderson, Bank st, Sheffield
Smith, Esau, Llantrissant, Glamorgan, Grocer. May 4 at 12 at office of Morgan, Pontypridd
Spencer, Jabez, Huddersfield, York, Beerhouse Keeper. May 5 at 3 at office of Learoyd and Co, Buxton rd, Huddersfield
Stark, John, Newcastle upon Tyne, Tobacconist May 4 at 3 at office of Aitchison, Collingwood st, Newcastle upon Tyne
Steed, Edward George, Devonport, Devon, Licensed Victualler. May 4 at 12 at office Sole and Gill, St Aubyn st, Devonport
Stratton, James, sen, Whittlesey, Cambridge, Farmer. May 5 at 12 at office of Reeve, High Causeway, Whittlesey
Sykes, Moses, Southampton, Wholesale Potato Merchant. May 2 at 12 at office of Pegam, Bar Gate, Southampton
Taylor, James, Rochdale, Grocer. May 5 at 2.30 at office of Brierly, the Butts, Rochdale
Taylor, James, Bristol, Publican's Cellarman. May 3 at 12 at office of Benson and Carpenter, Bank chmbrs, Corn st, Bristol
Thomas, William, jun, South Molton, Devon, Builder. May 3 at 2 at office Finch and Chanter, Bridge Hall chmbrs, Barnstaple
Turnbull, John Cuthill, Windmill st, Finsbury sq, Upholsterer. May 5 at 3 at office of Nye and Greenwood, Serjeants' inn, Fleet st
Upton, John Winkles, and John Elliott, Banbury, Oxford, Grocers. May 8 at 11 at the White Lion Hotel, Banbury. Whitehorn, Banbury
Waite, Charles, Crofton rd, Camberwell, Private Tutor. May 1 at 12 at 1 Mitre court, Temple. Morris
Walker, Thomas, Sutton within Macclesfield, Chester, Pawnbroker. May 3 at 11 at Church side, Macclesfield. Morgan
Watson, Thomas, Hartlepool, Durham, Draper. May 5 at 3 at office of Todd and Harrison, Town wall, Hartlepool
Wauer, Gerhard William, Wool Exchange, Basinghall st, General Agent. May 8 at 11 at office of Godfrey, Chancery lane
Webb, Samuel, Gt Shelford, Cambridge, Farmer. May 3 at 3.30 at office of Turner, St Andrew's st, Cambridge
Whiteley, Richard Hamer, Melksham, Wilts, Surgeon. May 3 at 11 at office of Titley, Orange grove, Bath
Wood, William Joseph, Droitwich, Worcester, Builder. May 5 at 2 at Raven Hotel, Droitwich. Parr and Hayes, Birmingham
Woodward, John, Temple Balsall, Warwick, Grocer. May 4 at 2 at office of Woodward, Church st, Colmore row, Birmingham

TUESDAY, April 25, 1882.

Ainley, Cameron, Middlesborough, York, Stationer. May 6 at 11 at offices of Dobson, Gosford st, Middlesborough
Allen, Joseph, Durham, Saddler. May 11 at 11 at offices of Marshall, Market pl, Durham
Attwell, Walter, and Robert Savage, Chiswell st, Wholesale Milliners. May 10 at 3 at offices of Boyes and Child, Poultry Morris, Walbrook
Backett, Isaac, Angell rd, Brixton, Accountant. May 8 at 2 at offices of Norris and Norris, Bedford row
Bailey, Charles, Walsall, Stafford, Fancy Goods Dealer. May 10 at 3 at offices of Horton and Co, Newhall st, Birmingham
Bailey, George, Guisborough, York, Grocer. May 4 at 12 at offices of Teale, Albert rd, Middlesborough
Bawdon, Looman, Newton Abbot, Devon, Draper. May 12 at 11 at Craven Hotel, Craven st, Strand. Baker and Watts, Newton Abbot
Benson, Robert, Ulverston, Lancaster, Tailor. May 8 at 11 at the Temperance Hall, Ulverston. Pearson, Ulverston
Birch, John, Balsall Heath, near Birmingham, Fruiterer. May 4 at 11 at offices of East, Temple st, Birmingham
Bosley, William, Bath, Painter. May 8 at 11 at offices of Titley, Orange grove, Bath
Bowen, John, Lladdeiniolen, Carnarvon, Grocer. May 10 at 11 at offices of Williams and Hughes, Carnarvon
Bowring, George, Edgware rd, Dyer's Agent. May 15 at 11 at offices of Boulton, Gresham st, Guildhall
Brook, Samuel, Huddersfield, York, Woollen Cloth Manufacturer. May 10 at 3 at offices of Ramsden and Co, John William st, Huddersfield
Brown, William, Sunderland, Fruiterer. May 8 at 11 at offices of Green, John st, Sunderland
Bryan, James, and Walter Bryan, Dacre st, Army Contractors. May 8 at 2 at Cannon st Hotel. Benson, Clement's inn, Strand
Buckley, William, Oldham, Lancaster, Commission Agent. May 10 at 3 at offices of Shaw, Clegg st, Oldham
Burch, George Percy, Kidsgrove, Stafford, Licensed Victualler. May 4 at 2 at offices of Sherrat, Market st, Kidsgrove
Butler, William, Walsall, Stafford, Harness Maker. May 5 at 11 at offices of Evans, Bank chmbrs, the Bridge, Walsall
Caunpling, Robert Henry, Leeds, Schoolmaster. May 8 at 3 at offices of Lodge and Rhodes, Park row, Leeds
Catling, Charles Edward, Seething lane, Corn and Seed Merchant. May 5 at 3 at the Guildhall Tavern, Gresham st

Champion, Robert, Canterbury rd, Kilburn, Dealer in China. May 8 at 3 at offices of Pain, Marylebone rd
Chandler, Joseph, Crayford, Kent, Nurseryman. May 13 at 12 at Masons' Hall Tavern Masons' avenue, Basinghall st. Martin, London Wall
Childs, George, jun, Sunderland, Non Trader. May 9 at 12 at offices of Fairclough, Foyle st, Sunderland
Clayton, Richard, Leominster, Hereford, Innkeeper. May 4 at the White Horse Inn, West st, Leominster, in lieu of the place originally named
Cleeve, Henry Lacy, Winchfield, Hants, Farmer. May 8 at 4 at offices of Webb and Lear, Cross st, Basingstoke
Cozens, Samuel Edmund, Phœnix Wharf, Borough, Wharfinger. May 18 at 3 at offices of Chandler and Co, Coleman st
Davies, Isaac, Porth, Rhondda Valley, Glamorgan, Contractor. May 9 at 12 at offices of Morgan, Pontypridd
Davies, William, Llanelly, Carmarthen, Grocer. May 6 at 11 at offices of Rees and Co. Thomas st, Llanelly
Davies, William Meredith, Festiniog, Merioneth, Draper. May 9 at 11 at the White Bear Hotel, Manchester. Ellis, Festiniog
Davis, John William, Kingston-upon-Hull, Grocer. May 8 at 3 at the Law Society's Hall, Lincoln's inn bldgs, Bowlalley lane, Hull. Watson and Co
Day, Thomas, Goole, York, Shipbuilder. May 9 at 3 at offices of Hind and Everatt, Goole
Dixon, James, Halifax, York, Stone Merchant. May 10 at 3 at offices of Craven and Sunderland, Bradford rd, Brighouse
Dunt, Joseph, Gt Suffolk st, Southwark, Greengrocer. May 5 at 3 at offices of Cooper and Co, Lincoln's inn fields
Durand, George, Nottingham, Tailor. May 9 at 12 at offices of Acton and Marriott, Victoria st, Nottingham
Elstone, James, Speldhurst Mill, nr Tunbridge Wells, Miller. May 10 at 3 at the Rose and Crown Hotel, Tonbridge. Curtis and Betts, South sq, Gray's inn
Evans, William, Norton Subcourse, Norfolk, Wheelwright. May 9 at 3 at the Swan Inn, Norton Subcourse. Syer, Great Yarmouth
Fawcett, Christopher, Kingston-upon-Hull, Merchant. May 8 at 11 at the Law Society, Bowlalley lane, Hull. Leak and Co, Kingston-upon-Hull
Fells, Morris, Liverpool, Glazier. May 5 at 3 at offices of Lumb, Imperial chmbrs, Dale st, Liverpool
Forsythe, James, Metropolitan Meat Market, Meat Salesman. May 11 at 12 at offices of Gibson and Wilson, Southampton bldgs, Chancery lane
Fieldson, William, Norwich, Printer's Manager. May 4 at 3 at offices of Henry, Furnival's inn, Holborn
Fudger, Frederick, Northampton, Kid Leather Dresser. May 9 at 2.30 at offices of Palmer and Co, Railway approach, London Bridge. Andrew, Northampton
Gamage, Thomas, Staines rd, Hounslow, Builder. May 6 at 3 at the Red Lion Inn, Hounslow. Wools and Co, Uxbridge
Gausden, Charles Henry, jun, Eastbourne, Sussex, Auctioneer. May 8 at 3 at offices of Champion and Co, Terminus rd, Eastbourne
Gething, Ebenezer, and William Gething, Brynmawr, Brecon, Tin Plate Manufacturers. May 10 at 12 at offices of Smith and Lawrence, Cambrian pl, Swansea. James and Co, Merthyr Tydfil
Gillespie, John, Upper Thames st, Iron Merchant. May 5 at 2 at Guildhall Tavern, Gresham st. Tilson and Byrne-Jones, Bucklersbury
Godden, John, Ruckinge, Kent, Farmer. May 9 at 2 at office of Hallett and Co, Bank st, Ashford
Gough, John, Derby, Tailor. May 8 at 2 at office of Calder, Derwent st, Derby
Grayson, Alfred, Bradford, Lancaster, Book Keeper. May 10 at 3 at 35, Cannon street, Manchester. Alderson, Manchester
Greedus, Robert, Compton st, Brunswick sq, Glass and China Dealer. May 10 at 3 at office of Hayward, King st, Guildhall
Hancock, James, Alsager, Chester, Grocer. May 7 at 11 at office of Bennett, Picadilly bldgs, Hanley
Harris, John, Nuneaton, Warwick, Boot and Shoe Maker. May 11 at 3 at Newdegate Arms Hotel, Newdegate st, Nuneaton. Buckby, Leicester
Hirst, Jonas, Halifax, Iron and Tin Plate Worker. May 9 at 11 at offices of Garsed, Barum Top, Halifax
Hodges, William, Leicester, Boot and Shoe Manufacter. May 16 at 3 at office of Hincks, Bowling Green st, Leicester
Holmes, Martha, Margate. May 8 at 2 at 6, Grosvenor terrace, Margate. Hills, Margate
Hopkins, Henry, Worcester, Commission Agent. May 5 at 2 at the Hop Market Hotel, Worcester. Sargent, Birmingham
Hurst, Edwin Henry, New London st, Seed Merchant. May 12 at 2 at office of Lousada and Emanuel, Austin Friars
Isherwood, Daniel, Bolton, Wholesale Draper. May 8 at 3 at 8, York st, Manchester. Hulton and Co, Bolton
James, Thomas, Hanley, Stafford, Butcher. May 8 at 11 at offices of Ashmall, Albion st, Hanley
Jennings, John, Bradford-on-Avon, Wilts, Draper. May 10 at 12 at Cross Keys Hotel, Orange gr, Bath
Jones, James, Upper Boat, nr Pontypridd, Boat Builder. May 12 at 11 at office of Price, Bank chmbrs, Pontypridd
Kemp, Henry, sen, Ryde, Hants, Licensed Victualler. May 9 at 2 at offices of Fardell and Dashwood, Market st, Ryde
Lambert, Agnes, Crewe, Chester, Grocer. May 2 at 11 at offices of Pointon, Albert chmbrs, Church side, Crewe
Lester, Ablett Charles, St Bartholomew rd, Islington, Auctioneer. May 8 at 3 at 145, Fleet st. Moore, Clifford's inn
Lewis, William Henry, Worcester, Hosier. May 8 at 11.30 at Hen and Chickens Hotel, New st, Birmingham. Tree, Worcester
Linford, Charles, Wombwell, York, Joiner. May 12 at 2 at offices of Parker and Hickmott, Regent, st, Barnsley
Locke, Charles, Bethnal Gn rd, Hardware Dealer. May 16 at 2 at offices of Armstrong, Chancery lane
Manser, Henry David, Fitzhughs, Southampton, Traveller. May 8 at 3.30 at offices of Lamport, Portland st, Southampton
M'Innes, Donald, Birmingham, Restaurant Keeper. May 5 at 11 at Royal Hotel, Temple row, Birmingham. Blewitt, Birmingham
Moass, Samuel John, Plymouth, Licensed Victualler. May 8 at 11 at office of Campion, Bedford circus, Exeter
Monks, Francis Albert, Croydon, Watchmaker. May 11 at 3 at 59, Lincoln's inn fields. Cooper and Co
Mottram, Montague, Eldon rd, Kensington, Master Mariner. May 3 at 2 at office of Cogswell and Corp, Argyll st, Regent st. Knight, Argyll st, Regent st
Newton, David, Newbold Moor, Derby, Beerhouse Keeper. May 5 at 2 at office of Cowdell, Market st, Chesterfield
Odden, George, Whitstable, Kent, Baker. May 9 at 11 at office of Walthew, High st, Whitstable
Oram, Eugene, Greyhound rd, Fulham Fields, Oilman. May 5 at 12 at office of Shearman, Gresham st
Orme, John, Orton-on-the-Hill, Leicester, Farmer. May 9 at 11 at office of Fowke, Colmore row, Birmingham
Parker, John, Halifax, Beerhouse Keeper. May 8 at 3 at office of Garsed, Barum Top, Halifax
Perry, Thomas, Bangor, Ship Builder. May 11 at 2 at Queen's Head Cafe, Bangor. Hughes and Pritchard, Bangor
Pemberton, Thomas, Burslem, Stafford, Joiner. May 5 at 11 at office of Ellis, Market pl, Burslem
Phillips, Frederick, Chatham, Watchmaker. Apr 29 at Holborn Viaduct Hotel in lieu of the place originally named
Powter, Robert Henry, Tollington park, Boot Manufacturer. May 10 at 3 at office of Foreman and Co, Gresham st. Mason, Curtain rd
Price, John, Brynmawr, Brecon, Boot and Shoe Manufacturer. May 8 at 12 at offices of Powell, Brynmawr
Raine, Joseph, Mickleton, York, Innkeeper. May 5 at 1 at King's Head Inn, Barnard Castle. Maw, jun, Bishop Auckland
Reach, John Roof, West Lynn, St Peter, Norfolk, Grocer. May 5 at 12 at office of Athenæum, King's Lynn
Read, Charles, Swindon, Wilts, Private Accountant. May 9 at 11 at offices of Kinneir and Tombs, High st, Swindon
Roberts, Edwin, Wakefield, York, Licensed Victualler. May 6 at 11 at Queen's Arms Inn, Kirkgate, Wakefield. Browning, Bradford
Russell, Arthur, Portsea, Hants, Linendraper. May 9 at 3 at offices of Ladbury and Co, Cheapside. King, Portsea
Scales, Richard, Rawtenstall, Lancaster, Grocer. May 9 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester
Simpson, Jonathan, Stockton on Tees, Durham, Boot and Shoe Maker. May 2 at 11 at office of Best, High st, Stockton on Tees
Simpson, Thomas, Lancaster, Fishmonger. May 8 at 2 at office of Johnson and Tilly, Sun st, Lancaster
Smith, Samuel, Bolton, Lancaster, Joiner. May 10 at 3 at Garden st, Bury. Anderton and Donnelly
Southam, Susan, Brewer st, Regent st, Tailor. May 13 at 1 at offices of Norman, Gt Marlborough st, Regent st
Thomas, William, Merthyr Tydfil, Glamorgan, Grocer. May 8 at 11 at office of Vaughan, High st, Merthyr Tydfil
Tucker, William Henry, and William Simpson Stevenson, Liverpool, Ship Chandlers. May 9 at 2 at office of Goffey and Co, Commerce chmbrs, Lord st, Liverpool
Walker, Richard, North Shields, Northumberland, Grocer. May 8 at 2 at office of Purvis, King st, South Shields
Whale, Edward Joseph, Malmesbury, Wilts, Farmer. May 6 at 11.30 at King's Arms Hotel, High st, Malmesbury. Mullings and Co, Wootton Basset
Whittaker, George, and Edmund Whittaker, West Butterwick, Lincoln, Grocers. May 3 at 2 at Darby and Joan Hotel, Crowle. Burtonshaw, Crowle
Williams, Jane, Llanelly, Carmarthen, Innkeeper. May 9 at 11 at office of Howell, Stepney, st, Llanelly
Wilmott, Richard, Ashton-juxta-Birmingham, Fancy Leather Case Maker, May 9 at 2 at offices of Brown, Waterloo st, Birmingham
Winker, Henry, Whitby, York, Auctioneer. May 5 at 3 at offices of Lewis, Zetland rd, Middlesborough
Wright, William Charles, Wigan, Lancaster, Decorator. May 8 at 11 at offices of Byrom, King st, Wigan

CONTENTS.

Notices to Correspondents.—*All communications intended for publication in the* Solicitors' Journal *must be authenticated by the name and address of the writer.*

The Editor does not hold himself responsible for the return of rejected communications.

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* Solicitors' Journal, *as only a small number of copies remain on hand.*